GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

MA&UD Department- Procedures for Tender Process Management, Tenders Evaluation and Contracts Award for all the Residential and Residential cum Commercial Work Packages for Maintenance of Sanitation and Solid Waste Management implemented as per Operational Guidelines issued in G.O.Ms.No.279, MA&UD, dated 31-12-2015 - Approved -Orders -Issued.

MUNICIPAL ADMINISTRATION AND URBAN DEVELOPMENT (B2) DEPARTMENT

G.O.MS.No. 159 Dated: 24-04-2017
Read the Following:

Ref: 1. G.O.Ms No.279, MA&UD (B) Dept., dated 31.12.2015.
2. G.O.Ms No.55 MA&UD (B) Dept., dated 06.02.2017
3. G.O.Ms No. 8, IT,E&C (e procurement wing) Dept, Dt.08.05.2016
4. Letter Roc.No.13709/2015-M3, Dt. 03-04-2017 from the DMA, A.P., Guntur.

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ORDER:

In the reference 1st read above, the Government have issued Operational Guidelines prescribing norms for improving service delivery levels in the maintenance of sanitation and solid waste management services in all the ULBs in a standardized and systematic manner including shifting from worker outsourcing method to work outsourcing method.

2. Accordingly, the ULBs in the State have undertaken activities of field survey, micro planning, demarcating micro pockets and designing work packages for maintenance of sanitation and solid waste management activities. ULBs have further made cost estimates for the work packages based on competitive quotations from the open market and these cost estimates were approved in the respective Councils of the ULBs. For these cost estimates, most of the ULBs have obtained Administrative Sanction from the Government and Technical Sanction from the Chief Engineer/Engineer-in-Chief, Public Health.

3. The Government have further issued G.O.Ms No.55 vide reference 2nd read above exempting the ULBs from following the EPC mode for all the contracts with an estimated value upto Rs. 10.00 Crores and above, undertaken as per the guidelines of GO Ms. No. 279 for maintenance of Sanitation and Solid Waste Management, as these contracts are totally service contracts and do not involve transfer of any material or asset as it is in the case of civil engineering contracts. In the same G.O.Ms No.55, the Government have also increased the Tender premium from 5% to 10% in respect of the works undertaken as per Government orders first read above.

4. In the reference 3rd read above, the Information Technology, Electronics & Communication Department have issued orders that in the new version of the e-procurement portal, the bidders shall pay Earnest Money Deposit (EMD) using Net banking / RTGS / NEFT from their registered bank account and also using Credit Card/ Debit Card as per the VISA / master Card Guidelines. The order further stated that this procedure is applicable to all user departments / PSUs / Local bodies using e-procurement platform of Government of Andhra Pradesh.

5. The Director of Municipal Administration, A.P., Guntur, in his letter 4th read above, has requested the Government to approve certain procedures for the Bid management process for issue of Tenders, selection and award of contracts pertaining to the maintenance of sanitation and solid waste management works undertaken as per the Government orders first read above.

..2.

6. The Government, after careful examination of the proposal of the Director Municipal Administration, AP, Guntur, hereby approve the procedures for issuing Tender notice, receipt of Tenders, evaluation of Tenders and contract award as prescribed in Annexure-I of this Order. The entire Tender management shall be done through e-procurement process.

7. The Technical Evaluation of the bids shall be undertaken by the Regional Bid Selection Committees constituted for this purpose and as directed by the Government. These Committees shall evaluate the aspects of the bidders' Technical Qualifications – a) Work Experience (60 marks); b) Financial Turnover (10 marks); c) Financial Networth (10 marks); d) Execution of Corporate Social Responsibility (CSR) Projects (10 marks); and d) proposed Approach and Methodology for undertaking the Project (10 marks).

8. The Financial Evaluation of the bids submitted by the bidders shall be done through the automated process prescribed in the e-procurement portal of APTS and the System shall automatically allocate the financial scores based on the lumpsum price quoted by the bidders.

9. The final selection of the successful bidders shall be done by the State Level Bid Selection Committee, headed by Principal Secretary, Municipal Administration & Urban Development Department, and having the Director of Municipal Administration, AP, Guntur, and the Engineer-in-Chief, Public Health, Tadepalli, as Committee Members. The final selection of the successful bidders shall be based on Quality cum Cost based Selection method (QCBS) as stipulated in the Operational Guidelines of G.O.Ms No.279. Technical Evaluation shall be given 70% weightage and the Financial Evaluation 30% weightage. Based on these weighted technical and financial evaluation scores, a Combined Score (CS) shall be arrived at, which will be the basis for ranking the bidders for awarding contracts. Individual Govt. Orders shall be issued for each work package, selecting the successful bidder.

10. The model documents that are to be adopted for issuing of Tenders Notice, Technical Evaluation, Financial Evaluation and Service Agreement are issued as Annexures II, III, IV, V, VI and VII as indicated below. These Annexures are to be uploaded as one packet in the e-procurement portal for the information of the prospective bidders. These Annexures, together as one packet supersede the 'Annexure – IV: Request for Proposal –Residential Micro Pocket Management' issued along with G.O.Ms. No. 279 dated 31.12.2015.

While undertaking the Tender process management of only Residential Work Packages, the following documents shall be adopted.

Annexure-II: Tender Notice for Residential Work Package;
Annexure-III: Technical Evaluation Forms T1 toT9;
Annexure-IV: Financial Evaluation Form F1;
Annexure-V: Draft Service Agreement – Residential Wok Package;

In these ULBs, separate work packages shall be planned and accordingly separate tenders shall be called for handling Commercial Work Packages.

In those ULBs where the residential area and commercial area activities are combined, the following documents shall be adopted

Annexure-VI: Tender Notice for Residential cum Commercial Work Package
Annexure-VII: Draft Service Agreement – Residential cum Commercial Wok Package

These ULBs shall also adopt the same Annexures III and IV as given above, for technical and financial evaluation forms.

11. The Annexures I to VII are enclosed to the order.

12. The Director of Municipal Administration, A.P. Guntur, shall take further necessary action in the matter, accordingly.

13. The Engineer-in-Chief, Public Health, the Chief Engineers of Grater Visakhapatnam Municipal Corporation, Visakhapatnam, and Municipal Corporation, Vijayawada shall take necessary action for approval to the Notice Inviting Tender (NIT), Technical Evaluation and Financial Evaluation of the Bids etc, accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

R.KARIKALA VALAVEN
PRINCIPAL SECRETARY TO GOVERNMENT

To
The Director of Municipal Administration, A.P. Guntur.
The Engineer-in-Chief, Public Health, Tadepalli.
The Chief Engineer, GVMC, Visakhapatnam.
The Chief Engineer, Municipal Corporation, Vijayawada.
All the Commissioners of the ULBs in the State.Through the DMA. A.P. Guntur
Copy to**:**
The OSD to Hon'ble Minister (MA&UD)
The PS to Prl.Secretary to CM.
The PS to Prl. Secretary to Govt., MA&UD Dept.
Sf/Sc.

FORWARDED :: BY ORDER

SECTION OFFICER

ANNEXURE-I

Maintenance of Sanitation and Solid Waste Management Activities in ULBs as per G.O.Ms.No.279 Guidelines dated 31-12-2015. Procedures for Tender Process Management, Tenders Evaluation and Contracts Award for all the Contracts of Residential and Residential cum Commercial Work Packages

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1. Contractors shall be engaged for Maintenance of Sanitation and Solid Waste Management Works in the ULBs on Buy/Hire-Own and Operate (BOO basis) initially for a period of three years. ULBs shall take up the Tender issue process after obtaining approval for Notice Inviting Tender (NIT) from Engineer-in-Chief, Public Health. PH & ME department or the respective Chief Engineers in the case of GVMC and Vijayawada Corporation.

2. E-Tendering method shall be adopted for awarding contracts using e-procurement platform of AP Technology Services (APTS), Government of Andhra Pradesh. The bidding is open for national level competitive participation. Two days after issuing paper notification, the tender documents shall be available in the e-tender portal for download by the prospective bidders.

3. In the Notice Inviting Tender, the Bid Schedule details as given in the Table-1 below shall be incorporated.

Table-1: Bid Schedule Details		
Sl. No.	**Event Description**	**Timelines to be Specified**
1	Tender document download start date and time	*Two days after the release of paper advertisement*
2	Tender document download end date and time	*By 4.30 PM at the end of 14 days from the date of tender document download start date and time*
3	Bid submission closing (Bid Due) date and time	*By 4.30 PM on the date as mentioned for download end date and time*
4	Name, Address, contact numbers, e-mail id of the authorised official for clarifications	*Commissioner, ULB*
5	Last Date for submission of queries for Pre-Bid meeting	*On the Seventh day of document download*
6	Date of Pre-Bid Meeting	*On the Seventh day of document download*
7	Place of Pre-Bid meeting	*Respective ULB*
8	Date & Time for opening of Technical Bid (Qualification Criteria)	*At 5.00PM on the 14th day of Tender download start date*
9	Date & Time of opening of Financial Bid	*After evaluation of technical Bid, will be intimated to the qualified Bidders.*

4. The bidders shall be required to submit their technical and financial bids at the same time in the e-tender portal. Both the Technical and Financial Bids submitted by the Bidders shall be valid for a period of 90 (ninety) days from the Bid due date. Only those bids that fulfil all the eligibility criteria as mentioned in the Tender Notice (Annexure–II) shall be taken up for consideration of technical and financial evaluation.

5. Bids from Joint venture / consortium shall be accepted as per the conditions detailed in Tender Notice (Annexure–II and VI).

6. Opening of the Technical Bids (Qualification Criteria), scrutinizing the documents for their completeness and authenticity, including their verification shall be done by the members of the ULB Technical Committee formed as per the instructions given in Operational guidelines (clause 3.31) of GO MS. No. 279 dated 31.12.2015. The

documents scrutiny and bid acceptance shall be done within three days after the opening of the Technical bid.

7. The conditions detailed in the Table-2 below **[Tender Acceptance (Qualification) Criteria]** shall be followed for acceptance or rejection of the bids.

Table-2: Tender Acceptance (Qualification) Criteria		
Eligibility and Qualification Criteria	**Documents to be Verified**	**Tender Acceptance Guidelines**
(1)	**(2)**	**(3)**
2.1. Payment of Tender Processing Fee in the form of a crossed demand draft (DD) drawn in favour of the Commissioner / Municipal Commissioner drawn on any scheduled bank payable at the place indicated in the Tender Notice.	1. Original DD for the Value of Rs. 25,000/- (Rupees twenty five thousand only) the Tender Processing Fee, which shall be presented to the Technical committee by the bidder at the time of Technical Bid opening or at the time of his presenting before the Regional Bid Selection Committee.	1. If the bidder does not submit the original DD for the Value of the Tender Processing Fee, such bid shall be rejected. 2. If the DD submitted is not as per the conditions mentioned, such bid shall be rejected.
2.2. Earnest Money Deposit The Bidder has to deposit 2.5% of the Final Contract Value of the Project for the three years as the EMD (A). Of this, 1% (one percent) of the Estimated Total Cost Value of the Project for three years (B) has to be deposited through Net-banking / RTGS / NEFT from the Bidder's registered bank account only in favour of the entity as indicated in the e-procurement portal.	Payment of 1% (one percent), as EMD shall be verified by the e-procurement platform.	The bids that are not accompanied by the EMD payment shall automatically be rejected by the e-procurement platform.
2.3 Submission of Bid Documents 5.3.1 Qualification Stage Forms T1 to T9 as per the formats issued along with the Tender document	1. Form T1 -Covering Letter On the Letter-head of the Bidder **2**. Form T2 -Details of Bidder - On the Letter Head of the Bidder 3. Form T3 – Conduct and Anti-Collusion Certificate(To be notarized on Non-Judicial Stamp Paper of Rs.100) 4. Form T4 - Proof of Eligibility (On the Letter-head of the Bidder) 5. Form T5 - Undertaking for Maintenance of Fair Labour Practices (This undertaking should be notarized on Rs.100 stamp paper) 6. Form T6 - Power of Attorney for Signing the Bid(To be notarized on	1. For bid acceptance, it has to be examined whether the bidder has submitted all these forms filled-in with authentic signatures in the manner specified. The bids without any of these forms in the required formats shall be rejected.

	Non-Judicial Stamp Paper of Rs.100) 7. Form T7 - Power of Attorney for Lead Member of JV / Consortium(To be notarized on Non-Judicial Stamp Paper of Rs.100) 8. Form T–8 – Consortium Agreement (To be notarized on Non-Judicial Stamp Paper of Rs.100/-) 9. Form T9: Work Plan and the Methodology for Carrying out the Operations with new methods and technologies -(On the Letter-head of the Bidder)	
2.4 Eligibility Conditions for Participating in the Bid Process Registered entities as given below only shall be considered eligible to participate in the bid process. 5.4.1 Non-Profit organizations, registered under section 25 of the Companies Act, 1956. 5.4.2 Companies registered under Companies Act 1956 – Private and Public Limited Companies. 5.4.3 Registered Entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations, with considerable hands-on field experience of handling waste management, sanitation, disinfection and vector control activities in municipal bodies, industrial townships, large gated communities, private / public organizations, hospitals, hospitality industry units and large public utilities like highways, bus and train terminals and airports etc.,	1. Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies (RoC). 2. Partnership Firm Registration Certificate from Registrar of Firms 3. GoI - Service Tax Registration Certificate from service oriented Proprietorship Firms 4. VAT/Sales TAX/TIN Registration; Shops Act License or Trade License and MSME Certification from manufacturing or Sales oriented Proprietorship Firms 5. Copy of Registration Certificate from Registrar of Societies for Societies and NGOs 6. All the above entities must submit copies of PF, ESI and VAT Registration Certificates.	1.Bids from all Registered Entities with Registration Certificates issued by appropriate Government Agencies shall be accepted **2.** Bids from unregistered entities shall be rejected. 3. Registered entities with minimum of three years of existence only can be considered eligible to participate. Others with lesser years of existence shall be rejected. 4. Bids without copies of PF, ESI and VAT Registration Certificates shall be rejected.
2.5. Bid from Joint Venture / Consortium	1. Consortium / JV Agreement in Form T-8	1. Bids not containing filled in Form T-8 and Form T-7

5.5.1 The above entities (as mentioned at 4.4.1, 4.4.2 and 4.4.3) can also form Joint Venture (JV) and Consortium arrangements among themselves. These JV / Consortium partners are required to have proven track record of having executed sanitation and waste management contracts as whole and entire deliverable including deployment of vehicles, machinery, materials, engagement of workforce and operations and maintenance of the entire service package. 5.5.2 The Bidder can be a Single entity or a Joint Venture (JV) or Consortium of not more than two members. The Bidder should submit a Consortium Agreement in the format as at Form T-8 and also a Power of Attorney authorizing the lead member as signatory of the Bid as per the format enclosed at Form T-7. 5.5.3 An entity can form only one JV / Consortium with another entity and this arrangement will remain same and intact for taking part in the Bids in the same Municipal Corporation / Municipality. The same entity forming JV / Consortium arrangements with different partners for participating in the Bids for different packages in the same Municipal Corporation / Municipality will **not** be allowed.	issued along with the Tender Document 2. Verify to check that the bidder has not applied in the name of different consortiums with different partners for different packages in the same Municipal Corporation / Municipality.	in the case of Consortium / JV arrangements shall be rejected. 2. If the JV / Consortium bidders have applied in the name of different consortiums with different partners for different packages in the same Municipal Corporation / Municipality, such bids shall be rejected.
2.6. Disqualification Criteria (for misconducts) Those agencies or entities blacklisted by any department / unit of Government of India or State Governments or Union Territories for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of the bidder, or violation of any terms and conditions of the Agreement are **not** eligible to participate in this Tender.	1. Form T3 – Conduct and Anti-Collusion Certificate(To be notarized on Non-Judicial Stamp Paper of Rs.100)	1. The bids not containing Form T3 – Conduct and Anti-Collusion Certificate or an altered certificate from the prescribed one shall be rejected
2.7. Turnover and Networth Criteria 5.7.1 The Bidder (Single Entity / JV / Consortium as a whole)	1. Copies of the last three financial years' audited balance sheets should be submitted along with Auditor's	1. The bids with turnover less than 50% of the Estimated Annual Package Value shall be rejected.

should be having an average annual turn-over of minimum 50% of the Estimated Annual Package Value during last three financial years, i.e., 2013-14, 2014-15 & 2015-16	Certificate and Income Tax and Sales Tax Clearance Certificates	
5.7.2 The Bidder (Single Entity / JV / Consortium as a whole) should have positive net worth of more than 25% of the Estimated Annual Package Value during the last three years i.e. 2013-14, 2014-15 & 2015-16.	1. Auditor's Certificate.	1. The bids with networth less than 25% of the Estimated Annual Package Value shall be rejected.
2.8. Involvement in CSR Projects (Additional Qualification criteria) Entities that have implemented sanitation, and solid waste management, projects and initiatives for entities with over 25000 population with community involvement, as Corporate Social Responsibility (CSR) projects by their own contribution or under the sponsorship of large Corporates and Public Sector Undertakings, and large national and international NGOs and organizations	1. Verify the proof of evidence documents for authentic certification from sponsor agencies of CSR projects in waste management and public sanitation for entities with over 25000 population The CSR sponsor agencies shall be large Corporate (both private and public ltd., companies) and Public Sector Undertakings. Proof of Payment should be submitted by Bidder for getting the allocated marks.	1. Non participation in CSR projects will **not** disqualify the bidder from participating in the bid. 2. To check the genuineness of the proof of evidence, the agencies that have given the proof of evidence shall be approached in writing to certify the authenticity of the proof of evidence documents.

7.1. Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

a. Furnished false / fabricated particulars in the forms, statements and / annexure submitted in proof of the qualification requirements and/or
b. Not turned up for entering into agreement, when called upon.
c. Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
d. Even while execution of the contract, if found that the contract was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and the contract withdrawn, with the Contractor forfeiting the EMD and the Performance Guarantee provided to the ULB.

8. While verifying the documents for their sufficiency and genuineness, the ULB Technical Committee and the Municipal Commissioner, if required, shall ask the bidders and / or the agencies / companies / organizations that provided the work completion certificates along with work orders for clarifications in writing to ensure the correctness of qualification documents. Written communications shall be sent to the bidder or the agencies / companies / organizations that provided the work orders / experience certificates and the replies obtained in writing before the date of technical evaluation by the Regional Bid Selection Committee. This scrutiny must be done in all cases when the work completion certificates are given by any agency other than Governmental agencies (Central and State Governments in India, or Central and State Public Sector Undertakings, or Semi or Quasi Government (Central or States in India) Organizations and Urban Local Bodies. Failure of the bidder or the agencies / companies / organizations to provide clarifications in writing shall render such bids invalid for evaluation and be rejected. The decision of the Commissioner / Municipal Commissioner and Regional Bid Evaluation Committee

shall be final which will be recorded and duly signed. Only those bids accepted as per the criteria detailed above, shall be considered for Technical Evaluation.

Technical Evaluation

9. For the purpose of conducting the technical evaluation, the Government constitutes **Regional Bid Selection Committees.** These Committees shall evaluate and finalize the technical part of the bids.

10. The bid selection meetings shall be convened in the office of the respective corporations. For other ULBs, the meetings shall be held in the head quarter ULBs in the respective districts. The conveners shall fix the meetings in consultation with the respective committee chairpersons at a suitable schedule. When the meetings are convened in the head quarter ULBs, it shall be ensured that the bids belonging to ULBs in that district are bunched as per time convenience and taken up for evaluation at the pre-fixed time schedules. Firstly, the Regional Bid Selection Committee shall take up giving scores for technical parameters adopting the given criteria. The parameters to be considered for providing technical scores are given in the Table-3 below.

Table-3: Parameters for Technical Evaluation	**Maximum Marks**
1. Work Experience of the Bidder	60 marks
2. Financial Turnover	10 marks
3. Networth	10 marks
4. Involvement in Corporate Social Responsibility Projects	10 marks
5. Approach and Methodology	10 marks
Total Marks for Technical Evaluation	**100 marks**

1. Work Experience of the Bidder (Single Entity, JV / Consortium as a Whole Entity) : The bidder as a whole entity shall have the experience of having executed and completed Maintenance of Sanitation (Road / street sweeping, drains cleaning and vector control activities) and Solid Waste Management projects (both primary collection and transporting the solid waste to the designated places for deposit) as a single and whole commercial contract in which the responsibilities included were engagement of workforce, deployment of vehicles, machinery, materials, and the operations and maintenance of the entire service package. Any project, shown as experience, if does not include all these activities as a single contract will not be considered as the required experience and will not be counted for evaluation purposes. Each project shown as work experience should be of one year duration and fully completed. The cost value of the completed project should be more than 30% of the estimated annual cost value of the project indicated for this work package under consideration.

Technical Evaluation Criteria –	**No. of Completed Projects**	**Point System**	**Maximum Marks = 60(Sixty)**
1a) Experience of completing Solid Waste Management contract projects in large gated communities, smaller industrial townships, corporate multi-specialty hospitals,(50 beds and above) large hotels(3 star and above), large shopping malls and similar hospitality industry units	1 Project	15 marks	40 (Forty)
	2 Projects	25 marks	
	3 and more projects	40 marks	
1b) Experience of completing Solid Waste Management contract projects in	1 Project	30 marks	50 (Fifty)

large public utilities such as state and national highways, bus terminals, train terminals, and airports situated in the metropolitan and other cities in the state and national capitals.	2 Projects	40 marks	
	3 and more projects	50 marks	
1c) Experience of completing Solid Waste Management contract projects in municipalities and municipal corporations with 50,000 and above population, and larger industrial townships of central and state public sector undertakings (PSU)	1 Project	40 marks	60 (Sixty)
	2 Projects	50 marks	
	3 and more projects	60 marks	
2 Turnover of the Single Entity / JV / Consortium all put together as a whole			
Average annual turnover of greater than or equal to 50% of the estimated annual project package value per year in the last three financial years		10 marks	**10 (Ten)**
3 Net worth of the Single Entity / JV / Consortium as a whole			
Positive net worth of greater than or equal to 25% of the estimated annual project package value per year in the last three financial years		10 marks	**10 (Ten)**
4 Involvement in Corporate Social Responsibility (CSR) Projects (Additional Qualification)			
Entities that have implemented sanitation, solid waste management, projects and initiatives of one year duration for entities with over 15000 population with community involvement, as Corporate Social Responsibility (CSR) projects by their own contribution or under the sponsorship of large Corporates and Public Sector Undertakings, and large national and international NGOs and Organizations. Bidder should submit proofs of project experience and corresponding financial payments certificates for gaining the allotted marks	1 Project	6 marks	**10 (Ten)**
	2 and more projects	10 marks	
Total Maximum Marks for the above mentioned Technical Parameters			**90 (Ninety)**

Evaluation of Approach and Methodology

10.1. Secondly, the Regional Bid Selection Committee shall take up evaluating the Approach and Methodology, as per the scoring criteria given in Table-4 below. The evaluation of Approach and Methodology should only be taken up after completing the evaluation of the technical parameters. During this evaluation, the Committee shall scrutinize the approach and methodology details given in Form T-9 by the bidder, and examine and confirm with them, the extent of their understating of the service delivery requirements and to ascertain their competence and commitment to execute the project as per the tender conditions. The Committee shall evaluate the bidder's levels of understanding, planning and preparedness to meet the project requirements, with reference to the Scope of Work in the Tender Notice. Respective bidders shall be invited to the meetings in writing, for making presentations (power point and or visual media presentations) and providing clarity on the methodology and approach they are intending to adopt for executing the project. Information about the time, date and venue for the presentations shall be posted in the e-procurement portal. As this is a qualitative assessment, all

the Committee members shall independently arrive at the scores for the parameters as given in the scoring criteria in the Table below. The total of these scores shall be averaged for arriving at the final score for Approach and Methodology.

Table-4: Evaluation of Approach and Methodology		
Parameters	**Scoring Criteria**	**Maximum Marks**
5. Work Plan – Approach and Methodology		**10 (Ten)**
5.1 Does the work plan include Time Schedules for waste collection, street sweeping and drains cleaning and vector control activities (Daily and Weekly)?	Yes	2 marks
	No	Zero
5.2 In the Work Plan, are the Roles and Responsibilities planned separately for each category of the employee - Sanitary worker, loader, driver, supervisor and Manager?	Yes	2 marks
	No	Zero
5.3 Does the work plan include specific plans to meet all the seven service level performance indicators including remedial measures, if failures occur?	Yes	2 marks
	No	Zero
5.4 Does the work plan include steps to get the community involved in source segregation and avoid littering in streets and public places?	Yes	2 marks
	No	Zero
5.5 Does the work plan include separate steps for handling the dry recyclable waste from the secondary transportation stage to final disposal?	Yes	2 marks
	No	Zero

10.2. Combining the scores given for technical parameters and the approach and methodology, a Technical Bid Evaluation Note for each work package shall be prepared and this note shall contain the signatures of all the Regional Bid Selection Committee Members. The Technical Evaluation shall be completed within 18 days of the Technical Bid opening date.

10.3. **Obtaining the Approval of the Engineer-in-Chief, Public Health. PH & ME department or the respective Chief Engineers in the case of GVMC and Vijayawada Corporation for Technical Evaluation:** The Technical Bid Evaluation Note prepared by the Regional Bid Selection Committee Members, shall be forwarded by the Commissioner / Municipal Commissioner of the ULB to the Engineer-in-Chief, Public Health, PH&ME Department or respective Chief Engineers in the case of GVMC and Vijayawada Municipal Corporation for scrutiny and approval. They shall scrutinize and provide approval within four days from the date of receipt of the Technical Bid Evaluation Note.

10.4. After obtaining the approval from the Engineer-in-Chief, Public Health. PH & ME department or the respective Chief Engineers in the case of GVMC and Vijayawada Corporation, the scores given to all the bidders shall be entered in the e-procurement portal at the ULB level. Those bidders scoring 60 and above marks out of maximum possible 100 marks in the total Technical Evaluation shall be considered qualified in the Technical Bid. The results of Technical Evaluation should be posted in the e-procurement portal giving the details of whose Technical bids were accepted and evaluated, along with the information on when the Financial Bid will be opened. The scores can be viewed by the bidders as and when the scores are entered in the e-procurement portal.

Evaluation of the Financial Bids

11. The Financial Evaluation shall be done through the software programme in the e-procurement system. Upon entering the total Technical Evaluation scores of all those bids that scored 60 marks and above, the e-procurement system shall calculate the allocable financial scores as per the formula given below. If the amount quoted by the bidder in the Financial Bid is lesser than the Estimated Cost Value of the Project as indicated in the e-procurement portal, such Financial Bids shall be rejected and they will not be taken up for further Financial Evaluation.

11.1. **Financial Score Calculation:** The formula for arriving at the Financial Scores (FS) in the e-procurement system shall be as given below.

a) The Lowest Financial Proposal (FL) shall be given a Financial Score (FS) of 100 Marks.

b) The Financial Scores (FS) of other proposals shall be computed as follows:

FS = (FL ÷ F) X 100 *(F = amount of Financial Bid quoted by the Bidder in the e-procurement portal and Form F1)*

11.2. **Obtaining the Approval of Engineer-in-Chief, Public Health, PH&ME Department or respective Chief Engineers in the case of GVMC and Vijayawada Municipal Corporation for Financial Evaluation:** After obtaining the Financial Evaluation scores from the e-tender portal, the Commissioner / Municipal Commissioner of the ULB shall forward the entire proceedings to the Engineer-in-Chief, Public Health, PH&ME Department or respective Chief Engineers in the case of GVMC and Vijayawada Municipal Corporation for their scrutiny and approval of the Financial Evaluation process, which shall be done within two days from the receipt of the proceedings note from the ULB.

Final Selection of the Successful Bidder

12. Final selection of the successful bidder shall be undertaken by a three member State Level Bid Selection Committee headed by the Principal Secretary, MA&UD. The Director, Municipal Administration and the Engineer-in-Chief, Public Health, PH&ME department shall be the other two members of this state level Committee.

13. The State level Committee shall adopt the **Quality cum Cost based selection method (QCBS),** as per the conditions in GO MS. No. 279 Operational Guidelines, for selection of the successful bidder for each work package. Technical Evaluation Score (TS) as finally arrived at shall be given 70% weightage and the Financial Evaluation Score (FS) 30% weightage. Thereafter, the Committee shall arrive at the combined score as indicated below.

Combined Score (CS) = (Technical Score X **0.7) + (Financial Score** X **0.3)**

14. **Ranking and Selection of the Successful Bidders**: Based on the CS, the Bidders shall be ranked, keeping the highest combined score as the first rank and the next lower ranks in that order. In case there are two or more Bidders securing the same CS, the scores obtained in the technical evaluation (TS) will be considered for ranking the Bidders. The Bid that has obtained the highest CS (1^{st} rank) shall be selected as the Successful Bidder. The Government shall accordingly issue individual Government Orders, selecting the Successful Bidders.

15. In case the Successful Bidder fails to fulfil the requirements and commence the work within the given time, it shall lead to the annulment of the Order, and

forfeiture of the EMD deposited by that bidder during Bid submission. In such an event, the ULB shall invite the 2nd ranked bidder and offer him for undertaking the project offering the lowest of the financial quotes offered by the 1st and 2nd ranked bidders. In case the 2nd ranked bidder agrees for the offered financial quote, he will be offered the Letter of Award, with the approval of the Government. In case the 2nd ranked bidder does not accept the offer, the ULB shall annul the bidding process and take up new tendering process with the approval of the Government through Director, Municipal Administration.

16. In the cases where the same bidder / JV / consortium has qualified for the award of contracts in all the tenders floated by the ULB, Contracts will **not** be awarded to the same bidder / JV / consortium for more than 50% of the Work Packages as indicated in the in the Notice Inviting Tender.

Monitoring of Work

17. The work performance of the service provider shall be regularly monitored by the Sanitary Inspectors and Sanitary Supervisors in the Sanitation Wing of the ULB under the supervision of the Head of PH section and the Commissioner / Municipal Commissioner. They shall make spot inspections daily, and if any work deviations and failures in service delivery are found, these instances are to be immediately taken to the notice of the Micro pocket cluster Supervisors and the Work package Managers, and ensure that the rectifications are made immediately. They shall make a record of these failures and make a Weekly Report, which shall be discussed and improvement actions planned in the weekly review meetings with the Service Provider including the Work Package Manager and the Supervisors. The weekly review meetings shall be chaired by the Commissioner / Municipal Commissioner and attended by the head of PH section, Sanitary Supervisors and Sanitary Inspectors. The work review meeting shall be conducted for each work package independently. At all times, it should be ensured the service provider delivers services meeting all the conditions in the Service Agreement.

18. The comprehensive monitoring of the Key Performance Indicators (KPIs), as detailed in Table 8 (Key Performance Indicators) in the Operational Guidelines of GO Ms. No. 279 shall be undertaken through the technology enabled Monitoring and Evaluation (M&E) System. The Sanitary Inspectors, Sanitary Supervisors in the Sanitation Wing, the Head of PH Section and the Commissioner / Municipal Commissioner shall use the tools and methods as prescribed in the M&E System for any information / deviations capturing and notifying the service failures and deviations to the Service Provider. To ensure a uniform system of notifying the Service Provider and for taking timely corrective actions, the Reports generated through the M&E system shall be used by the PH officials and the ULB Commissioner. The Reports generated through the M&E system shall prevail over the reports manually generated for any purposes of notifying the service failures to the Service Provider.

Contractor Fees and Payment Mechanism

19. The Payment to the Service Provider shall be made monthly and shall be calculated as per the following formula:

Payment to be made by the ULB to the Service Provider every month = A – B (A minus B), while

A= Lump sum monthly service fee as agreed upon in the Service Agreement; and

B= Amount for Levy of penalties as per the performance scores obtained by

the Service Provider and the formula detailed in Table 8 (Key Performance Indicators) in the G.O Ms. No. 279 Operational guidelines, which shall be worked out through the automated M&E System and communicated to the ULBs.

20. **Deduction of amounts provided for Monitoring and Evaluation (M&E) Tools**: In the respective Administrative Approvals and Technical Sanctions, certain estimated amounts were provided for purchase and maintenance of Android Mobile Phones, Weighing Machines, Geo Tags and RFID Stickers / ID cards for M&E purposes. As the Government is setting up a state level centralized M&E System, the Service Provider shall not be required to incur this expenditure. Those devices required for implementing the M&E system shall be provided by the M&E Systems Hardware Provider appointed by the Government. The amount, budgeted for the total project period towards the cost of M&E devices, including their regular maintenance shall be deducted from the monthly payments to the Service Provider in equated monthly installments. This amount shall be credited every month by the ULBs, to the account of M&E Systems Hardware Provider as will be notified by the Government. The procedure laid out as per the specified M&E System shall only be applicable for determining the amount of penalty to be levied for service failures by the Service Providers.

21. The Service Provider shall submit to the ULB, a monthly invoice by 7th day of succeeding month for the services rendered in the month. The head of PH section shall scrutinize the invoice with reference to the Service Level Performance Scores obtained by the Service Provider from the M&E software. After deducting the penalties levied if any, and also the cost of M&E devices provided, the eligible payment to the Service Provider shall be made by the Commissioner / Municipal Commissioner within 7 days from the date of receipt of monthly invoice. The ULB shall make all the payments to the Service Provider only by way of bank transfers

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ANNEXURE-II

_____Municipal Corporation / Municipality

NOTICE INVITING TENDER

FOR

RESIDENTIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION, DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR A PERIOD OF 3 YEARS ON "BUY/HIRE, OWN & OPERATE" (BOO) BASIS

Residential Area Work Package No:

Issued by:
Commissioner,
_____Municipal Corporation / Municipality

Letter of Invitation

Dated: --/--/----

Sub: RESIDENTIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION & DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR THE WORK PACKAGE No. _____ FOR A PERIOD OF 3 YEARS ON "BUY/HIRE, OWN & OPERATE" (BOO) BASIS

Dear Sir/ Madam,

_____Municipal Corporation / Municipality (Authority) intends to outsource the handling of maintenance of sanitation and solid waste management activities in the allocated areas in the municipality / municipal corporation as specified in this work package No._____ as detailed in this document, for a period of 3 (three) years on "Buy/Hire, Own &Operate" (BOO) basis.

The Bidder has to quote a lump sum price for the total project for 3 years. The responsibilities include solid waste collection, litter picking, street sweeping, drains cleaning, disinfection, vector control and transportation of the collected waste to the designated places as per the conditions of this Tender.

The Successful Bidder will be determined by way of a "Single stage two parts" Bidding process. In the first part of the stage, the Bidder would be required to meet the minimum threshold technical qualifications and qualify for undertaking the Project as set out in this Tender document. In the second part of the stage, the Financial Bids of only those Bidders who have obtained minimum technical score and meet other terms & conditions as specified in this Tender document would be opened and evaluated. The final selection will be based on Combined Quality cum Cost Based Selection (QCBS) method. The weightage given to technical and financial evaluations is in the ratio of 70:30, respectively.

You are requested to participate in the Bid and submit your proposal (the "Bid") for the aforesaid project in accordance with the Tender.

Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you
Yours Truly,

Commissioner,
_____Municipal Corporation / Municipality
Authority

Disclaimer

The Bidder is required to consider only those terms and conditions provided in this Tender document (Tender) and subsequent Corrigendums if any, issued in the e-Tender portal - https://Tender.apeprocurement.gov.in/.

This Tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Tender. This Tender includes statements which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document.

Information provided in this Tender document is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative

statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Bid.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements of information contained in this Tender.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender, communicated in the form of a Corrigendum.

The issue of this Tender does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of the Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to the Bid. All such costs and expenses shall be borne by the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INVITATION FOR BID SUBMISSION

Tender Notification No: Date:

Municipal Solid Waste (MSW) is the trash or garbage that is discarded daily in a human settlement. According to Government of India's Solid Waste Management (SWM) Rules 2016, MSW includes commercial and residential waste generated in municipal or notified areas in either solid or semi-solid form excluding industrial, hazardous, bio-medical and e-waste. Municipal Solid Waste Management (MSWM) is a mandated service provided by the Urban Local Bodies (ULB). Efficient management of municipal solid waste results in maintaining hygienic conditions leading to better health conditions, better living environment, improved economic prosperity in the area, aesthetically cleaner surroundings, cleaner water sources and safe neighborhoods. In addition, the Government of India's SWM Rules 2016 and National Green Tribunal (NGT) directives aim at creating overall positive impact on the living environment by mitigating pollution and environmental hazards.

The Government of Andhra Pradesh has a vision of transforming Cities and Towns in Andhra Pradesh into neat, clean and litter free areas for best-in-class livability, health standards, environment and tourism and investment attractiveness. In order to realize this vision, the Department of Municipal Administration and Urban Development (MA&UD) has developed a statewide plan in the form of a Government Order GO MS. No. 279 dated 31.12.2015. The major objective of this plan is to provide 100 % service coverage of sanitation and solid waste management services to all the residential and commercial areas, main roads and public movement areas such as railway stations, bus stations and other places of public gathering. In all the ULB areas, the solid waste generated in the major market, commercial and institutional areas will be collected and transported and further processed in separate streams of dry, wet and hazardous as an independent bundled work package.

For providing focused services to the residential areas, election wards are demarcated into smaller units of micro pockets consisting of, on an average, 350 waste generating units (households, petty shops and street vendors), spread out in the streets in the residential localities. In each of these micro pockets, all the sanitation and solid waste handling activities have to be carried out in an integrated manner as a total service activity. Based on the size and type of the ULB, varying numbers of micro pockets (activities) are bundled into Work Packages.

In addition to providing proper sanitation and solid waste handling services to different population segments and territorial zones in the urban areas, these service delivery plans are mainly intended to promote clean and green surroundings with wider social involvement. With this objective, the Government of Andhra Pradesh, as a policy initiative is interested in involving socially inclined private service providers to undertake long term (3 years) contracted service packages on "Buy/Hire, Own and Operate" (BOO) basis.

Detailed description of the objectives, scope of the work and other requirements relating to this Tender are given in this Tender document. The conditions of service are detailed in the draft Service Agreement issued along with this Tender document. The documents for technical response (Forms T1 to T9) and financial response (Form F1) are also issued along with this Tender document. While responding to this Tender, the bidders are required to read together all these documents and should consider these documents as one inclusive packet of this Tender. Responses to this Tender call will be deemed that the bidder has understood and agreeing to comply with the requirements and terms and conditions of this tender offer detailed in these four documents.

1.1. Project Objectives

- To create an efficient system for collection, transportation and temporary storage for municipal solid waste that is separated at source - households, petty shops and street vendors, into Wet (organic) Dry (recyclable) and Hazardous categories
- To handle the municipal solid waste in a stream separated manner (wet, dry and hazardous) at all stages of collection, transportation and temporary storage.
- To provide 100 % service coverage of sanitation and solid waste handling to all the households, petty shops, street vendors, commercial and public places in the urban areas.
- To create neat, clean and healthy environment in a consistent manner in the urban areas.

1.2. Invitation from _____ Municipal Corporation / Municipality

In the background as detailed above, _____ Municipal Corporation / Municipality (Authority) intends to engage specialized and experienced service providers (the 'Service Provider') for handling the Residential Area Sanitation and Solid Waste Management including solid waste collection, litter picking, street sweeping, drains cleaning, disinfection, vector control and transportation (the 'Project'). This Work Package is intended to be outsourced on Buy/Hire, Own and Operate" (BOO) basis. The area wise details are given in Table-7 of this Tender document (Micro Pocket wise indicative work quantities included in the Work Package). Also, a ULB base map indicating the corresponding zones / locations for collection of residential waste and transportation of the same to the designated locations are provided in the same Table. Draft Service Agreement is also given along with this Tender document.

2. SCHDULE OF BIDDING PROCESS

Bidders are invited to submit their Bids before the time and date through the e-procurement portal https://Tender.apeprocurement.gov.in/. The Bids submitted after this time and date will **not** be considered under any circumstances, unless notified by the Authority with full information of the altered date and time, as a Corrigendum in the e-procurement portal.

Table-1: Bid Schedule Details

Sl. No.	Event Description	Particulars
1	Tender document download start date and time	Date Time
2	Tender document download end date and time	Date Time

3	Bid submission closing (Bid Due) date and time	Date Time
4	Name, Address, contact numbers, e-mail id of the authorised official for clarifications	
5	Last Date for submission of queries for Pre-Bid meeting	Date Time
6	Date of Pre-Bid Meeting	Date Time
7	Place of Pre-Bid meeting	
8	Date & Time for opening of Technical Bid (Qualification Criteria)	Date Time
9	Date & Time of opening of Financial Bid	After evaluation of technical Bid, will be intimated to the qualified Bidders.
10	Tender Transaction Fee (payable to AP Technology Services; Non-Refundable)	Rs. _____ (Rupees _____ only) being 0.345% of the Estimated Cost Value of the project subject to a maximum of Rs. 28,750/- The mode of payment is as indicated in the e-procurement portal.
11	Tender Processing Fee (Non- Refundable)	Rs.25,000/- (Rupees twenty five thousand only) in the form of a crossed demand draft (DD) drawn in favour of _____Municipal Corporation / Municipality payable at_____ drawn on any scheduled bank in India. A Legible scan copy of DD to be uploaded in the e-procurement portal. The original DD shall be submitted to the Authority on or before the date of Technical Evaluation by the Regional Bid Selection Committee.
12	Earnest Money Deposit	The Bidder has to deposit **2.5% of the Final Contract Value of the Project for the three years as the EMD (A).** Of this, 1% (one percent) of the **Estimated Total Cost Value of the Project for three years (B) which is Rs. _____ (_____Rupees_____ _____)** has to be deposited through Net-banking / RTGS / NEFT from the Bidder's registered bank account only in favour of the entity as indicated in the e-procurement portal. (will be refunded to the unsuccessful Bidders after the completion

		of Bid Selection Process) The Successful Bidder shall deposit the remaining EMD balance (A minus B) at the time of concluding the Service Agreement, in the form of a Bank Guarantee.
13	Performance Guarantee	The Successful Bidder needs to execute a Performance Guarantee to the value of 5% of the Annual Contract Value of the Project in the form of an irrevocable Bank Guarantee.

3. SCOPE OF WORK AND CONTRACT AWARD CONDITIONS

3.1. The scope of work includes all the activities detailed below and those which may be agreed upon at the time of finalising the Service Agreement by the successful Bidder. The micro pocket areas and locations included in this work package for carrying out the below mentioned activities are as detailed in the base map and Table-7 of this Tender document.

- Collection of source segregated solid waste (wet, dry and hazardous waste separately) at the gates or doors of the households, petty shops and street vendors in the allocated residential areas on daily basis.

- Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks, and any such public areas and structures abutting the given micro pockets on daily basis;

- Cleaning and removal of garbage, litter, silt or any blockages from the street side shallow surface drains as identified by the Authority in Table-7 (other than underground sewerage and storm water drains) on daily basis;

- Cleaning and removal of plant and tree trimmings, fallen leaves and any other green waste in the above said areas

- Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps and/or any other vector control activities;

- Collection of source segregated bulk waste from appointed locations of public places such as bus stations, railway stations, municipal grounds, parks and similar such public areas. The responsibility of premises sweeping, organizing separate waste collection bins and bringing the waste in a separated manner to a place of handing over to the Service Provider of this work package, lies with the owners and the management of these premises. The service provider's responsibility is limited to collection of the bulk waste from an appointed location at these premises and not undertaking internal sweeping or litter picking within these premises.

- Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard and landfill facility on daily basis, as specified by the Authority from time-to time. All the collected waste of all types

should be transferred to the designated locations, on daily basis, irrespective of the two way transportation trip distance.

- While transferring the waste from residential area micro pockets to the secondary transportation vehicles, undertake weighment of the wet, dry and hazardous waste separately, for each micro pocket trip, by using the electronic weighing scales as specified by the Authority.

- Transfer the drain and road sweeping silt, in separate vehicles without mixing it with wet, dry or hazardous waste to the designated places as specified by the Authority from time-to time.

3.2. In order to carry out all the above activities, the Service Provider needs to fulfill the undermentioned obligations. To ensure that all the undermentioned responsibilities are fulfilled without fail and to be in contact with the Authority on regular basis, for all communications related to the project, the Service provider shall appoint a Work package Manager with suitable qualifications and experience.

Handling of Solid Waste Collection and Transportation Activities

i. Deployment of the indicated number of sanitary workers, loaders, drivers and supervisors of both categories as given in Table-5. Viz., a) allocated number of temporary contract workers who are presently working with the Authority; b) additional workforce.

ii. Deployment of required number of supervisors in the ratio of One supervisor for a cluster of 15 micro pockets

iii. One manger to be employed for managing the responsibilities of the entire package activities

iv. Deployment of required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), consumables, tools and implements and conservancy materials as per the specifications given in Table-4 of this Tender.

v. Keeping the required number of workers on reserve as badly workers and supervisors to be deployed in the instances of the absenteeism by the work force.

vi. Keeping adequate number of reserve vehicles so that work is not hampered.

vii. Delivering Services as follows:

a. Sanitary workers shall collect source segregated solid waste at the doors / gates of the households, shops and street vendors in the micro pocket areas, every day at specified time schedules as agreed upon with the Authority.

b. The municipal solid waste shall be collected by the sanitary workers in differently colored bins and tarpaulin bags. Wet organic waste shall be collected in the three green bins kept in the push cart / battery operated autos. The dry and recyclable waste shall be collected in the tarpaulin bags kept in the push carts / battery operated autos. The hazardous waste shall be collected in the red bin (1 no.) kept in the push cart / battery operated autos.

c. Sanitary workers are required to politely insist that the waste is given to them by the waste generators in a source separated manner. In case the

waste generators resist giving the waste in segregated manner, the sanitary workers can refuse to accept the waste and immediately report to their supervisors for necessary actions.

d. After collecting all the waste in the above manner, the sanitary workers are required to move the waste filled bins and tarpaulin bags in the push carts / battery autos to the designated micro pocket transfer points.

e. The service provider shall undertake an optimal route planning for secondary collection trucks and allocate fixed time schedules and micro pocket collection points and ensure that the schedules are maintained on daily basis as planned.

f. Loaders allocated for each secondary transportation truck shall transfer the waste directly from the bins in to the truck. The wet organic waste shall be transferred into the body part of truck. The hazardous waste shall be transferred into the red bins kept in the truck in a corner. The dry recyclables should be transferred to the tarpaulin bags kept in the truck. While transfer and during the transportation it should be ensured that the three categories of waste do not get mixed up.

g. The sanitary workers and the loaders shall ensure that the waste is always collected and carried in the allocated bins and bags and transferred directly in the truck as specified above. They must adopt a principle of ***'Waste-Not-Touching-the-Ground'*** during collection and transportation.

h. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the M&E System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket. The RFID identification cards for each micro pocket shall be carried in the truck and safe keeping of these will be responsibility of the drivers. The loaders shall identify the micro pocket numbers painted on the bins and the tarpaulin bags and use the matching RFID card to tap on the weighing scale to get the RFID id number recognized by the weighing scale while uploading the weighment data to the M&E server directly by the weighing scale, without any manual intervention for weighment recording.

Handling of Sanitation Activities

viii. Sanitation workers shall undertake the maintenance of sanitation activities in the afternoon schedules as notified by the Authority.

a. Cleaning and removal of garbage, litter, silt or any blockages from the street and road side shallow surface drains including clearing of the garbage and choking under the covers of the drains in front of houses, shops and other public places (other than underground sewerage and storm water drains) on daily basis. All the drains that are maintained by the Public Health section in the municipality, within the work package limits shall be covered by the service provider under this tender.

b. Manual sweeping, litter collection and removal of animal carcasses in all

micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks and any other open public areas and structures abutting the given micro pockets and as given in Table -7 of this Tender on daily basis.

c. Cleaning and removal of plant and tree trimmings, fallen leaves and any other garden waste in the residential areas from all above mentioned locations within the work package limits.

d. Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps, uprooting of weeds alongside the roads and streets and from all above mentioned locations within the work package limits.

e. Carrying out Vector control activities at the schedules and locations as specified by the Authority.

Waste Transportation

ix. The Service Provider is obligated to:

a. Transporting all the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, landfill facility on daily basis, as specified by the Authority from time-to time.

b. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.

c. The waste carrying bins and bags should be made of HDPE material and the primary and secondary transportation vehicles should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.

d. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.

e. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle (push cart or battery auto) . The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package

Workforce Management Obligations

x. The service provider shall engage on its roll the categories of personnel, as indicated in Table 5 and strictly adopt the stipulated procedures:

a. Employing the allocated number of contract workers who are presently working with the Authority and also engaging the additional workforce as given in Table-5.

b. Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the workers.

c. Get labor license from the Labor Department on the name of the Service Provider as per the Service Agreement.

d. Get the Service Provider registered under PF and ESI as per regular norms.

e. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the M&E system will be considered authentic for monitoring the attendance of the workforce.

f. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.

g. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.

h. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.

i. Accept and engage all the PH employees provided by the Authority without any deviation.

j. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.

xi. Providing to all the employees regularly engaged in the Project, as indicated in Table-5, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.

xii. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.

xiii. Providing uniforms, safety wear, etc., as given in Table -6. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other

public officials to identify the workers and the supervisors and approach them accordingly.

xiv. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.

xv. In addition to those employees as indicated in Table-5, engaging adequate number of ***reserve*** employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the ***reserve*** workers.

xvi. Not employing any person below the age of eighteen years in the Project.

xvii. Making the Project known, promoted, displayed and advertised in the name of _____ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.

xviii. Organizing health check up every three months for all workers.

Operations and Maintenance Obligations

xix. Deploying and maintaining the required number of electronic hardware (electronic weighing machines integrated with RFID reader, Android mobile phones, Geo Tags and micro pocket RFID cards) according to the technical specifications as given in Table-4.

xx. Using appropriate primary collection vehicles like push carts and autos in suitable ratios depending on dimensions of the street for easy collection and shifting of waste efficiently.

xxi. Having built in announcement (audio) system to announce about

a. The door-to-door / gate-to-gate collection system
b. Source separation of waste into dry, wet and hazardous categories
c. Handing over the waste to the public health service staff in three separate categories without mixing of the waste
d. Hazardous waste such as diapers, sanitary napkins and medical waste to be wrapped in paper or paper covers and handed over separately

xxii. Carrying appropriate bell ringing / audio system with limits of permissible decibels in the primary collection vehicles to announce the arrival of the waste collection vehicles.

xxiii. Taking all measures to comply with Solid Waste Management Rules, 2016& National Green Tribunal Directives as amended from time to time in handling MSW during the Contract Period.

xxiv. Maintaining a Complaint Register for registering the grievances of the waste generators and other stakeholders and creating a common communication point- E-mail id, phone number, social media etc., to enable the public and the Authority to provide feedback, information and lodging of complaints.

xxv. Maintaining a record for the total service package, of service delivery details, incidents like service failures, breakdown of vehicles, and non-cooperation of the public in handing over the waste in separated categories. Recording or reporting

should be backed up with sufficient evidence. The recorded information shall be submitted to the Authority as a weekly report, in the specified format.

xxvi. Ensuring that all the collection and transportation vehicles, tools and implements are cleaned, washed and disinfected regularly.

xxvii. Painting the vehicles in green colour with the number of the work package, and areas covered along with the name and contact numbers of the Service Provider and the Authority.

xxviii. In coordination with the Authority, ensuring that the waste generators comply with the prescribed MSW handling rules and practices.

xxix. Cooperating with the Authority to involve Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs), City Sanitation Task Force (CSTF), Local Resource Persons and other Volunteers and Service Organizations, for handling and promoting good waste management practices in the manner prescribed by the Authority.

xxx. Providing and ensuring that all the staff deployed in the services wears the protective dress such as uniforms, gloves, shoes/boots, masks etc., including their photo identity cards while on duty, as specified by the Authority.

xxxi. Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of both employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.

xxxii. Implementing the technology based Monitoring and Evaluation (M&E) tools and all the components and systems and comply with the methods as prescribed by the Authority.

xxxiii. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation.

xxxiv. Adopting environment friendly and environment promotional methods in the work practices

xxxv. Involving the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices

xxxvi. Gaining community appreciation for good sanitation and solid waste handling practices

3.3. **Date of Work Commencement:** The Service Provider shall have to commence the work within 30 days from signing of the Service Agreement.

3.4. **Bid Criteria:** The Bid selection will be on the basis of combined Quality cum Cost Based Selection (QCBS) method. The weightage given to technical and financial scores are in the ratio of 70:30 respectively. **The Bidders have to submit their financial quote as lump sum amount for the total project for three years in INR ('The Price')** to carry out all the activities as detailed in the Tender. The Price should be inclusive of all applicable taxes.

3.5. **Service Agreement:** The Authority will enter into an all-inclusive Service Agreement with the Successful Bidder.

3.6. Payment for the Service:

i. As this is a lump-sum contract for all the activities (machinery, operations & maintenance, fuel charges, workforce and conservancy materials etc.,) the Bidder is expected to quote one single price, as the Bid Price for all the activities including the contractor premium / margin, for the total project period of three years.

ii. The Authority will pay the agreed upon Bid price in 36 equal monthly installments. The monthly installments will be paid after deducting the applicable penalties for non-achievement of service level performance indicators (KPIs) as per the formula given in Table-8.

iii. The Government is developing a centralized statewide hardware and software infrastructure for Monitoring and Evaluation (M&E) of the service delivery efficiency of several municipal services. The M&E system includes application of technologies such as Internet of Things (IoT) and Information and Communication (ICT). Using the same technologies, the M&E system will also assess the service delivery efficiencies of the Service provider, as per the KPI formula given in Table-8.

iv. The devices such as Android Mobile, Weighing Machines, Geo Tags, and RFID integrated Micro pocket ID card will form part of this M&E system. The cost towards these devices is however factored in the estimated cost value of the Project. The cost includes onetime capital cost and monthly maintenance cost. As the M&E System is centrally developed, the devices to be used by the service provider will be provided by the Authority and the Service provider need not procure these items independently. Therefore, the budgetary cost provided for the items of Android mobile phone, weighing machines, geo-tags and RFID cards in the estimated cost value of the project will be deducted from the monthly payments to the Service Provider on equated monthly installment basis.

3.7. **Consideration for Quality Service:** In principle, all the collected municipal belongs to the Authority. However, as a special consideration for providing quality services, the contracted Service Provider is permitted to take away all the dry waste, collected in the contracted package areas free of cost. However, this can be done only after proper weighment at the micro pocket level while transferring the waste into the secondary transportation vehicles. The Service Provider is required to make suitable arrangements to recycle the dry waste using systematic methods. The dry waste should not indiscriminately dumped anywhere either inside or outside the boundaries of the ULB. The Service Provider is further required to submit monthly reports to the Authority on how the dry waste is finally disposed for recycling with suitable contractual / sales information.

3.8. **Financing of the costs incurred towards service delivery:** The Service Provider shall bear all the costs and expenses arising from capital investments, operations and maintenance expenses including M&E System expenses (Clause 3.6 iii, iv) for the entire contract duration. The Authority shall not bear / make any more additional payments other than the contractual amount agreed upon in the Service Agreement.

3.9. **Contract Duration:** The Successful Bidder will be offered the Work Package for 3 (three) years. The Authority may renew the contract at its own discretion for an additional period of 2 (two) years. The two year renewal is subject to the condition that the contracted Service Provider adopts the following good operational practices.

i. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation
ii. Adopting environment friendly and promotional methods in the work
iii. Adopting good worker welfare measures
iv. Involving and educating the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices
v. Gaining community appreciation for good sanitation and solid waste handling practices

4. ELIGIBLE SERVICE PROVIDERS

4.1. Non-Profit organizations, registered under section 25 of the Companies Act, 1956.

4.2. Companies registered under Companies Act 1956 - Private and Public Limited Companies.

4.3. Registered Entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations, with considerable hands-on field experience of handling waste management, sanitation, disinfection and vector control activities in municipal bodies, industrial townships, large gated communities, private / public organizations, hospitals, hospitality industry units and large public utilities like highways, bus and train terminals and airports etc.,

4.4. The above entities can also form Joint Venture (JV) and Consortium arrangements among themselves. These JV / Consortium partners are required to have proven track record of having executed waste management contracts as whole and entire deliverable including deployment of vehicles, machinery, materials, engagement of workforce and operations and maintenance of the entire service package.

4.5. It will be an added advantage and additional qualification, if these entities individually or as JV / Consortium partners were / are currently engaged in undertaking Corporate Social Responsibility (CSR) activities, through their own contributions or sponsored by large Corporates and Public Sector Undertakings and large national and international NGOs and organizations in waste management, public sanitation, and environmental promotion / safeguard initiatives.

4.6. An entity (as referred in Clauses 4.1, 4.2 and 4.3 above) can form only one JV / Consortium with another entity and this arrangement will remain same and intact for taking part in the Bids in the same Municipal Corporation / Municipality. The same entity forming JV / Consortium arrangements with different partners for participating in the Bids for different packages in the same _____ Municipal Corporation / Municipality will **not** be allowed.

4.7. Those agencies or entities blacklisted by any department / unit of Government of India or State Governments or Union Territories for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of the bidder, or violation of any terms and conditions of the Agreement are **not** eligible to participate in this Tender.

5. QUALIFICATION CRITERIA

5.1. The Bidder can be a Single entity or a Joint Venture (JV) or Consortium of not more than two members (Clause 4). The Bidder should submit a Consortium Agreement in the format as at Form T-8 and also a Power of Attorney authorizing the lead member as signatory of the Bid as per the format enclosed at Form T-7.

5.2. All the members of the JV or Consortium shall be jointly and severally responsible and be held liable for the work under the Contract. The JV / Consortium has to appoint a lead member to receive instructions for and on behalf of all members of the Consortium and Letter of Award (LOA) will be placed on the whole entity represented by the lead member of the Consortium.

5.3. The Bidder (Single Entity or JV or Consortium as a whole) must satisfy the following minimum Qualification Criteria. Only those Bids which become eligible at this Bid Qualification Stage will be taken up for Technical and Financial evaluation.

Table-2: Qualification Criteria		
S No.	**Criteria**	**Documents to be submitted**
5.3.1	**Qualification criteria** The Bidder may be a Company registered under section 25 of the Companies Act, 1956 **Or** The Bidder may be a registered Company in India as per Indian Companies Act, 1956/2013; **Or** Registered entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations or the CSR arm of any Corporate, Private or Public Sector companies	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies. In case of a JV/Consortium, legally valid agreement between the JV / Consortium members to be provided along with the Power of Attorney authorizing the lead member to submit the Bid as specified in the Forms. Consortium of not more than two members is allowed.
5.3.2	The Bidder (Single Entity / JV / Consortium as a whole) should be having an average annual turn-over of minimum Rs. _____ Crore per year during last three financial years, i.e., 2013-14, 2014-15 & 2015-16	Copies of the last three financial years' (as the case may be) audited balance sheets should be submitted along with Auditor's Certificate and Income Tax and Sales Tax Clearance Certificates
5.3.3	The Bidder (Single Entity / JV / Consortium as a whole) should have positive networth of Rs. _____ Cr. during last three years i.e. 2013-14, 2014-15 & 2015-16.	Auditor's Certificate.
5.3.4	**Experience Criteria** Handling of Residential / municipal solid waste in at least 2 (two) Projects anywhere in India during the last 3 (three) years; either by the Bidder or JV/Consortium partner Handling of Substantial Projects as indicated in the Section 'Eligible Service Providers' as given above.	Copies of work orders should be enclosed along with the Certificates issued by Government Organizations / Boards or Corporations for operation and maintenance for the last 3 (three) years. Should also submit Letter(s) from the concerned agency/ PSU/ Govt., where the works have been done, confirming that the services provided are satisfactorily.
5.3.5	Certificates/Registrations of the Bidder	1. EPF Registration Certificate; 2. ESI Registration Certificate; and

		3. VAT Registration Certificate.

5.4. Along with the documents as detailed above, the Bidder shall also have to submit the Work Plan and Methodology for carrying out the Operations, as per the Project requirements and also adhering to the terms & conditions as detailed in the Service Agreement.

5.5. Even though the Bidders meet the above qualifying criteria, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or record of defaults such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

5.6. **Contract Award Criteria:** The Authority intends to outsource _____ (no.) of Residential area work packages in the _____ Municipal Corporation / Municipality. The Bidder can submit his bid for any number of work packages. But, the same bidder cannot submit more than one bid response for the same work package. , While awarding the contracts, each successful Bidder (single entity / JV / Consortium as a whole entity) will be awarded contracts for not more than _____packages in the _____ Municipal Corporation / Municipality.

6. DESCRIPTION OF BIDDING PROCESS

6.1. Pre-Bid Meeting

The date, time and venue of the Pre-Bid Meeting shall be:

Date:
Time:
Venue: Office of----------, ----------

i. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make requests for consideration of the Authority. They may also send their queries by E-mail. The Authority shall endeavor to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

ii. The Authority will consolidate all the written queries sent by e-mail and any further queries raised during the pre-Bid meeting. Replies to all the queries shall be published as Corrigendum in the e-procurement portal. The clarifications of the Authority to the Bidders' queries and the amendment / Corrigendum furnished in the e-procurement portal shall become part and parcel of this Tender and the same shall be binding on the Bidders.

iii. Non receipt of reply to the queries raised by the Bidders shall not be acceptable as a valid reason for non-submission of the Bid. It should be noted that non-reply to any query or queries shall not mean that the version of the Bidder as reflected in the query or queries has been accepted by the Authority. The conditions given in the original Tender document are valid to be good for Bid submission unless modified or clarified by any Corrigendum subsequently, till the final date of Bid submission.

6.2. **Bid Submission through e-Tendering method:** E-Tendering method is adopted for contract award purposes and the Bidders are advised to follow the prescribed steps. The Bidder not following any prescribed step will lead to disqualification of the Bid at any stage of the contract award process.

6.3. Earnest Money Deposit (EMD)

i. The EMD is 2.5 % of the **Final Contract Value of the Project for the three years.**

ii. However, while filing the Bid response in the e-procurement portal, all the Bidders are required to **deposit only 1% (one per cent) of the Estimated Cost Value of the project as EMD share** using Net-banking / RTGS / NEFT from their registered bank accounts. The Bidders can also pay the EMD share of 1%, using Credit / Debit card, as per the VISA / Master Card guidelines.

iii. Payment of the 1% EMD amount is to be made in favour of the entity indicated in the e-procurement portal.

iv. The selected Bidder shall have to deposit the remaining EMD balance, at the time concluding the Service Agreement.

v. The deposit of 1% EMD of the unsuccessful Bidders will be refunded only to their registered bank accounts / originating card from which the payment was made.

6.4. **Bid Submission: Technical Part :** The Technical part of the Bid should be submitted in the e-procurement portal only and should consist of the following documents, the formats of which are given as a separate attachment along with this Tender document.

(a) Attachment Form T1: Covering letter completed and signed by a person or persons duly authorized
(b) Attachment Form T2: Details of the Bidder
(c) Attachment Form T3 : Anti-Collusion Certificate
(d) Attachment Form T4: Proof of Eligibility certificate
(e) Attachment Form T5: Undertaking for Maintenance of Fair Labor Practices
(f) Attachment Form T6: Power of Attorney, for signing of Bids duly authorized by a Notary Public
(g) Attachment Form T7: Power of Attorney for Lead Member of Consortium, duly authorized by a Notary Public
(h) Attachment Form T8: Consortium agreement, duly authorized by a Notary Public
(i) Attachment T9: Work Plan- Approach and the Methodology for carrying out the operations

Of these, no document should be left unfilled; otherwise the Tender filing will not be valid and the incomplete Tender response will not be considered for any evaluation. All the pages of the documents should be signed by the authorised signatory of the lead Bidder and the scanned copies of the documents should be uploaded in the e-procurement portal.

6.5. **Bid Submission: Financial Part:** The Financial Bid should be submitted in the format F-1 given for the purpose. The Bid amount for the project for the total period of three years should be clearly indicated in figures in INR, and signed by the Bidder's authorized signatory. In the event of any difference between the figures indicated in the Form F1 and the e-procurement portal, the amount indicated in the E-procurement portal shall be taken into account. The quoted Bid amount shall be inclusive of all duties, taxes and other levies payable by the contractor as per State / Central Government rules.

- Attachment Form F1: Financial Offer for the Project

6.6. **Bid Due Date:** The Bid submission date of both technical and financial parts is as indicated in the Schedule of the Bidding Process (Table-1). The Authority may, in exceptional circumstances, and at its sole discretion, extend the above due date and intimate as Corrigendum in the e-procurement portal.

6.7. **Bid Submission Method:** Bid should be submitted in the e-procurement portal only as soft copies in support of their Technical bids in the formats as detailed in this Tender. Bid submitted as handwritten or printed copies or by e-mail, or any other transmission will not be accepted. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. After uploading the Technical / Price bid, the originals of the uploaded statement, certificates, documents, (except the Price bid / offer) are to be submitted by the bidder to the Authority at the time of technical bid opening or before the date of Technical evaluation by the Regional Bid Selection Committee. Failure to furnish originals of any of the uploaded documents, certificates, before the said dates as above, will entail rejection of the bid and forfeiture of EMD. Similarly, if any of the certificates, documents, etc., furnished by the tenderer is found to be false / fabricated / bogus, the bidder will be blacklisted and the EMD forfeited. The Authority will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.

6.8. **Bid Validity:** Both the Technical and Financial Bids submitted by the Bidders shall be valid for a period of 90 (ninety) days from the Bid Due Date. During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained. In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

6.9. Other Bid Submission Conditions

i. Bidders are advised to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their Bids.

ii. Bidders cannot reduce or increase the number of Residential Micro Pockets other than as indicated in this Tender. The micro pockets will be geo-fenced and these areas will be watched over through live video monitoring and geo-tagging tools to inspect whether the workers and the required transportation vehicles are deployed in the allocated areas and the services are delivered as per the Service Agreement. The M&E System is a key feature of the project and the performance score (Table-8) arrived through the System will be the basis for making payments to the Service Provider. Therefore, the Bidder is strongly advised to verify the micro pocket boundaries, ask for any clarifications and determine the work quantities before participating in the Bid process.

iii. The Bid Forms shall be typed and shall be signed by the authorised signatories of the Bidder. All pages of the Bid containing the entries and all corrections or amendments made therein shall be initialed by the person or persons signing the Bid. All these signed copies should be scanned and the legibly clear scanned copies should be uploaded in the e-procurement portal.

iv. The Authority shall receive Bids in Forms T1 to T9 pursuant to this Tender and such terms and conditions as modified, altered, amended and clarified from time to time by the Authority (collectively the Bidding Documents) before the date specified for submission of Bids (Bid Due Date).

v. The Bidder is responsible to bear all the costs involved in preparing the Bid and participating in the Bid. Any costs incurred for participating in the Bid should not be included in the Bid amount quoted by the Bidder and such costs will not be allowed.

vi. It would be deemed that before submitting the Bid, the Bidder has
   a. Made a complete and careful examination of terms & conditions and other information set forth in this Tender.
   b. Made a complete and careful examination of various aspects of the Tender conditions including but not limited to
      i. Existing facilities
      ii. Conditions of the roads/streets along with access roads and utilities in the vicinity of the work area;
      iii. Conditions affecting collection, transportation, access, disposal, handling and storage of materials; and
      iv. All other matters that might affect the Bidder's performance under the terms of this Tender.

vii. In case modifications are made to this Tender, at the discretion of the Authority, such modifications will be uploaded as Corrigendum in the same e-procurement portal.

viii. The Bid response and all communications in relation to or concerning the Bid documents shall be in English language.

ix. If any services, functions or responsibilities which are inherent, necessary or customary of the deliverables and not specifically described shall be deemed to be included within the scope of the deliverables or services.

x. The Bidder would provide all the information as per this Tender. The Authority would evaluate only those Bids that are received in the required format and are complete in all respects.

7. TENDER OPENNG, EVALUATION AND SELECTION OF SUCCESSFUL BIDDERS

7.1. **Opening of the Technical Bid and Clarifications:** The Authority would open online, the Technical Qualification Criteria of the Bids on the Bid due date, after the closure of the Bid submission deadline, for the purpose of scrutinizing the eligibility of the Bidders and thereafter assessing Technical capability by the Committees constituted for the purpose. The Financial Bids of only those technically qualified Bidders shall be opened and evaluated in the e-procurement portal on the intimated date and time.

The general conditions for accepting the Bids for evaluation are:

i. Bid response documents should be uploaded before the prescribed time schedule.
ii. Bid response documents should be clear with reasonable details, and as per the norms prescribed in this Tender.
iii. The technical qualification criteria and experience should meet the requirements, without any inconsistencies between the Bid and the supporting documents.
iv. The Bidder should have enough workforce, equipment, transportation and capability for regularly executing the works indicated in the scope of the work.

v. The Bidder should have sufficient experience to prove that it has sufficient capacities to execute the works as per the key service level performance indicators, (Table-8) satisfactorily throughout the entire contract period.

vi. The Authority reserves the right to reject any Bid not submitted on time and which does not contain the information / documents as set out in the eligibility criteria.

vii. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

7.2. At this stage, the qualification criteria (Table 2) will be verified and the Authority may ask for any further documentary proof or written clarifications. Those Bid responses that do not satisfy the eligibility criteria will be rejected. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and records the deficiencies if any, which shall be binding on the tenderer.

Clarification on the Technical Bid

7.3. While verifying the documents for their sufficiency and genuineness, the Municipal Commissioner, if required, will ask the bidders and / or the agencies / companies / organizations that provided the work completion certificates along with work orders for clarifications in writing to ensure the correctness of qualification documents. Written communications will be sent to the bidder or the agencies / companies / organizations that provided the work orders / experience certificates and the replies obtained in writing before the date of technical evaluation by the Regional Bid Selection Committee. This scrutiny will be done in all cases when the work completion certificates are given by any agency other than Governmental agencies (Central and State Governments in India, or Central and State Public Sector Undertakings, or Semi or Quasi Government (Central or States in India) Organizations and Urban Local Bodies. Failure of the bidder or the agencies / companies / organizations to provide clarifications in writing shall render such bids invalid for evaluation and be rejected. The decision of the Commissioner / Municipal Commissioner and Regional Bid Evaluation Committee will be final which will be recorded and duly signed. Only those bids accepted as per the criteria detailed above, shall be considered for Technical Evaluation.

7.4. Those accepted Bids that fulfil all the eligibility criteria will be taken up for Technical Evaluation.

7.5. **Technical Evaluation:** The Bids would be evaluated by suitable Bid Selection Committees constituted by the Authority as per the scoring criteria given in Tables 3A, 3B and 3C, based on the comparative merits of the qualifications of the Bidders. The Authority will also ask the Bidders to make power point or other visual presentations in person to the Committees to verify whether the Bidder has understood the scope of work, deliverables, and accountabilities and has prepared suitable approach, methodology and work plan.

Table-3: Parameters for Technical Evaluation	**Maximum Marks**
1. Work Experience of the Bidder	60 marks
2. Financial Turnover	10 marks
3. Networth	10 marks
4. Involvement in Corporate Social Responsibility Projects	10 marks
5. Approach and Methodology	10 marks
Total Marks for Technical Evaluation	**100 marks**

Table 3A : Scoring System for Technical Parameters

1. Work Experience of the Bidder (Single Entity, JV / Consortium as a Whole Entity) : The bidder as a whole entity shall have the experience of having executed and completed Maintenance of Sanitation (Road / street sweeping, drains cleaning and vector control activities) and Solid Waste Management projects (both primary collection and transporting the solid waste to the designated places for deposit) as a single and whole commercial contract in which the responsibilities included were engagement of workforce, deployment of vehicles, machinery, materials, and the operations and maintenance of the entire service package. Any project, shown as experience, if does not include all these activities as a single contract will not be considered as the required experience and will not be counted for evaluation purposes. Each project shown as work experience should be of one year duration and fully completed. The cost value of the completed project should be more than 30% of the estimated annual cost value of the project indicated for this work package under consideration.

Evaluation of Work Experience Criteria –	**No. of Completed Projects**	**Point System**	**Maximum Marks = 60 (Sixty)**
1a) Experience of completing Solid Waste Management contract projects in large gated communities, smaller industrial townships, corporate multi-specialty hospitals,(50 beds and above) large hotels(3 star and above), large shopping malls and similar hospitality industry units	1 Project	15 marks	40
	2 Projects	25 marks	
	3 and more projects	40 marks	
1b) Experience of completing Solid Waste Management contract projects in large public utilities such as state and national highways, bus terminals, train terminals, and airports situated in the metropolitan and other cities in the state and national capitals.	1 Project	30 marks	50
	2 Projects	40 marks	
	3 and more projects	50 marks	
1c) Experience of completing Solid Waste Management contract projects in municipalities and municipal corporations with over 50,000 population and larger industrial townships of central public sector undertakings (PSU)	1 Project	40marks	60
	2 Projects	50 marks	
	3 and more projects	60 marks	
2 Turnover of the Single Entity / JV / Consortium all put together as a whole			
Average annual turnover of greater than or equal to 50% of the estimated annual project package value per year in the last three financial years		10 marks	**10 (Ten)**
3 Net worth of the Single Entity / JV / Consortium as a whole			
Positive net worth of greater than or equal to 25% of the estimated annual project package value per year in the last three financial years		10 marks	**10 (Ten)**
4 Involvement in Corporate Social Responsibility (CSR) Projects (Additional Qualification)			
Entities that have implemented sanitation, solid waste management, projects and initiatives of one year duration for entities with over 15000 population with community involvement, as Corporate Social Responsibility (CSR) projects by their own contribution or under the sponsorship of large Corporates and Public Sector Undertakings, and large national and international NGOs and Organizations . Bidder should submit proofs of project experience and corresponding financial payments certificates for gaining the allotted marks	1 Project	6 marks	**10 (Ten)**
	2 and more projects	10 marks	
Total Maximum Marks for the above mentioned Technical Parameters			**90 (Ninety)**

Table-3B: Scoring system for Approach and Methodology

Parameters	**Scoring Criteria**	**Maximum Marks**
5. Work Plan – Approach and Methodology		**10 (Ten)**
5.1 Does the work plan include Time Schedules for waste collection, street sweeping and drains cleaning and vector control activities (Daily and Weekly)?	Yes	2 marks
	No	Zero
5.2 In the Work Plan, are the Roles and Responsibilities planned separately for each category of the employee - Sanitary worker, loader, driver, supervisor and Manager?	Yes	2 marks
	No	Zero

5.3 Does the work plan include specific plans to meet all the seven service level performance indicators including remedial measures, if failures occur?	Yes	2 marks
	No	Zero
5.4 Does the work plan include steps to get the community involved in source segregation and avoid littering in streets and public places?	Yes	2 marks
	No	Zero
5.5 Does the work plan include separate steps for handling the dry recyclable waste from the secondary transportation stage to final disposal?	Yes	2 marks
	No	Zero

7.6. In the Technical Evaluation, scores will be assigned which would be called as Technical Score (TS) based on scoring criteria as per Tables 3A and 3B. Those Bids which secure TS of 60% and above will be taken up for Financial Evaluation. They will be intimated about the date and time of Financial Bid opening in the e-procurement portal.

7.7. **Financial Evaluation:** The Financial Bids (The Lump sum amount indicated in the Form F1 and the e-procurement portal) will be evaluated for arriving at the Financial Score (FS).

7.8. If the amount quoted in the Financial Bid is lesser than the Estimated Cost Value of the Project as indicated in the e-procurement portal, such Financial Bids will be rejected and the total Bid submitted by the Bidder will be annulled.

7.9. The formula for arriving at the Financial Scores (FS) is as given below.

- The Lowest Financial Proposal (FL) will be given a Financial Score (FS) of 100 Marks.

- The Financial Scores (FS) of other proposals will be computed as follows:

FS = (FL ÷ F) X 100 *(F = amount of Financial Bid quoted by the Bidder in the e-procurement portal and Form F1)*

7.10. **Combined Score (CS) :** For the purpose of selecting the Successful Bidder, a Combined Score (CS) of TS and FS would be arrived at for each Bidder by giving 70% weightage for TS and 30% weightage for FS as the selection is based on QCBS System.

CS = TS X **0.7 + FS** X **0.3** *(A weightage of 0.7 is given to the TS and 0.3 to the FS).*

7.11. **Ranking of the Bidders**: Based on the CS, the Bidders will be ranked. In case there are two or more Bidders securing the same CS, the scores obtained in the technical evaluation (TS) will be considered for ranking the Bidders.

7.12. **Selection of the Successful Bidder:** The Bid that has obtained the highest CS (1st rank) will be notified by the Authority as the Successful Bidder and will be given a Letter of Award (the 'LOA') that its Bid has been accepted.

7.13. The Successful Bidder will be required to execute the following.

i. Deposit the remaining amount of the EMD value in form of an irrevocable Bank Guarantee from a schedule bank located in India favoring _____[*insert the name of the Municipal Corporation / Municipality*]. The EMD deposited by the successful bidder will not carry any interest. The EMD given in the form of Bank Guarantee on a Nationalised / Schedule Bank shall be valid for the duration of contract period and in case any valid extension of contract period is granted.

ii. Furnish a Performance Guarantee by way of an irrevocable Bank Guarantee, (BG) issued by a scheduled bank located in India in favour of _____

[*insert the name of the Municipal Corporation / Municipality*]. The validity of BG shall be for the entire period of the contract and shall be valid till the work is completed in all respects.

iii. Execute the Service Agreement within ***three weeks*** of the issue of LOA or within such further time as the Authority may specify in its discretion.

7.14. Failure of the Successful Bidder to fulfil the above requirements (Clause 7.11) and commence the project within the given time shall lead to the annulment of the LOA, and forfeiture of the EMD deposited during Bid submission.

7.15. In such an event, the Authority will invite the 2nd ranked bidder and negotiate with him for undertaking the project offering the lowest of the financial quotes offered by the 1st and 2nd ranked bidders. In case the 2nd ranked bidder agrees for the offered financial quote, he will be offered the LOA with directions to follow the procedure mentioned in Clause 7.11.

7.16. In case the 2nd ranked bidder does not accept the offer of negotiation, the Authority shall take any such measures as may be deemed fit in its discretion including annulment of the Bidding process and take up new Tendering process.

7.17. However, neither of the first and second ranking Bidders will be given the LOA if they have been found at any time;

i. Made material misrepresentation; or
ii. Has not respond promptly and diligently to requests for supplemental information; or
iii. Brought in any pressure or influence on any officers or employees of the Authority or the Government for favouring the Bid.

7.18. Notwithstanding anything contained in this Tender, the Authority reserves the right to reject any Bid, or to annul the Bidding process, at any time without any liability or obligation for such rejection or annulment, and without assigning any reasons thereof.

8. POST CONTRACT AWARD CONDITIONS

8.1. After the contract is awarded and the Service Agreement is entered upon, the Service Provider cannot sub-contract the whole or any part of the contracted works to any third party. In the event the whole or any part of the works is sub-contracted, the Service Agreement will be immediately cancelled and the Service Provider will forfeit the full amount of EMD and Performance Guarantee.

8.2. In case the Contract is awarded to JV or Consortium, the JV and Consortium arrangement should remain the same throughout the contract period. The whole entity will be jointly and severally responsible for the obligations it has to fulfill as per the Service Agreement. In the event of any member of the whole entity pulls out of the JV/ Consortium or if the lead partner disengages the other member of the Consortium, the total contract award will be annulled with one month notice and the Authority will take necessary steps as it deems fit. The JV / Consortium shall forfeit the EMD and Performance Guarantee.

8.3. In case it is found that the Service Provider (individual entity or any member of the JV/ Consortium) has committed any of the misconducts as given below, the Agreement is liable to be terminated with the forfeiture of the EMD and Performance Guarantee.

i. Committed serious misconduct or have been charged with having committed a criminal action under the laws prevailing in the Country.
ii. Violating any terms and conditions of this Agreement.

9. SERVICE PROVIDER FEES AND PAYMENT MECHANISM

9.1. The Payment to the Service Provider shall be made monthly and shall be calculated by the following formula:

Payment to be made by the Authority every month = A – B (A minus B), while

A= Lump sum monthly service fee as agreed upon in the Service Agreement; and

B= Amount for Levy of damages / penalties as per Table 8 in the Tender Document.

9.2. In the project cost estimates, certain estimated cost values were provided for purchase and maintenance of Android Mobile Phones, Weighing Machines, Geo Tags and RFID Stickers / ID cards for Monitoring & Evaluation (M&E) purposes. As the Government is setting up a state level centralized M&E System, the contactor is not required to incur this expenditure. Those devices required for implementing the M&E system shall be provided by the M&E Systems Hardware provider as appointed by the Government. The amount, budgeted for the total project period towards the cost of M&E devices and their maintenance shall be deducted from the monthly payments to the Service Provider in equated monthly installments towards the cost of setting up and maintaining the M&E System.

9.3. The Service Provider shall submit to the Authority a monthly invoice by 7th day of succeeding month for the services rendered in the month. The Authority shall scrutinize the invoice with reference to the Service Level Performance Scores obtained by the Service Provider (Table 8) from the M&E software. After deducting the penalties levied if any, and also the cost of M&E devices provided by the authority, the eligible payment to the Service Provider shall be made by the Authority within 7 days from the date of receipt of monthly invoice in accordance with the formula specified in Clause 9.1 and conditions detailed in Clause 3.6. The Authority will make all the payments to the Service Provider by way of bank transfers.

10. OTHER IMPORTANT CONTRACT AWARD CONDITIONS

10.1. Planning the Capital and Operations and Maintenance (O&M) Costs of Vehicles and Materials

The Project under the contract offer is a Service Contract, wherein the outsourced Service Provider is expected to deliver services as per key service level indicators (KPIs). The services involve deployment of the required number and categories of work force and use of push carts, trucks, HDPE bins, tarpaulin bags, tools and implements and conservancy articles. Of these, the Authority will spare some quantities for use in the service operations. Table-4 provides the specifications and required quantities of vehicles and materials to be deployed in the Project. While making the project cost estimations, the Bidder is expected to take into consideration only the operations and maintenance costs of the vehicles and materials which are provided by the Authority. For other items, the Bidder is expected to make estimations of both capital cost (buy or hire basis) and operations and maintenance cost for the total project period. However, after the issue of LOA, the Service Provider can make physical inspection of the vehicles and materials to ensure that they are in working condition and request the Authority in writing, to make necessary repairs and reconditioning. Only after these repairs and reconditioning, the Service Provider can take possession of these vehicles and materials for deployment into the work package.

The Service Provider can also bring environment friendly vehicles and materials of better design and quality (where both Capital and O&M costs are involved). However, he has

to ensure that the expected service levels are met without any deviations and quality compromises. He can also adopt better methods of work execution to achieve greater efficiency, better citizen satisfaction and environment promotion.

Table-4 : Material Quantities to be deployed in the Work Package			
Work package no._____ **No. of micro pockets included in the Work Package: _____**			
Residential Waste Generated from the Micro pockets included in this work package (Considering 5 members per household): _____Tons per day			
Total Waste Generated through Street Sweeping & Litter picking: _____Tons per day			
Sl. No.	**Items and Specifications**	**To be Provided by the Authority (only O&M Responsibilities)**	**To be procured by the Service Provider (Capital Purchase and O&M Responsibilities)**
Waste Collection and Transportation Items (Set for all the three years)			
01	**Push Cart:** Overall size 1.2 x 0.90 x 0.85mtrs. (for carrying 4 Nos. 60 Ltrs. Bins). Box Frame; Iron Box Frame Size: 90 Cms. x 40 Cms. x 40 Cms. for bins placement and providing 20 gauge G.I. sheet bottom three sides and providing front door with lock system. Bottom supporting angulars: 25mm x 25mm x 3mm and supporting flats 20mm x 3mm Protection of bins using heavy duty fiber wheels Front: 2 Wheels Heavy Duty Rubber wheels of size 30cms x 7.5cms dia with bearings. Rear: Rotation wheels 2 Nos. rotation wheels with brackets of size 25 cms x 5 cms. with bearings Axle: 25mm dia rod; Having round pipe handle including cost of material, labour, transport, painting, with one coat red oxide, and two coats enamel paint, lettering / stickering, numbering and all taxes etc. complete as per sample available in P.H. Section. The weight of the Push Cart is 45 Kgs. as per specification and delivery at ULB +5% tolerances will be allowed as directed by the departmental officers.		
02	**Secondary Transportation Vehicle:** Tractor Trucks Manufactured in 2011 onwards along with Hydraulic trailer of minimum 3 tonne capacity including fuel crew and maintenance charges and consumables extra complete for conveying the solid waste daily from Micro pocket to the designated place/ specified place by the ULB.		
03	**60 Ltrs. Bins (HDPE)** Unbreakable/break resistant Plastic Bins 60 Ltrs capacity with Lid (Top Outer Dia 47cm inner dia 42cm bottom outer dia ; 30 cm. outer height 53cm weight of the bin 2.5 kgs. to 2.8 kgs. of Varsa Brand / Neelkamal / Sintex / Aristo etc., or equivalent Standard Make / ISI including cost of material, labour, transport charges, lettering and numbering etc., complete as per sample available in P.H. Section.		
04	**Tarpaulin Bags** 85 X 56 cms outer- Tarpaulin Fabric with 50 Microns, The bag shall be double stitched.		

	Electronic Devices for Monitoring and Evaluation (M&E) Tool (Set for all the three years)	
01	**Android Mobile Phone :** (For GPS based Vehicle Tracking, Weighment information uploading and worker attendance monitoring) Screen Size: 4.5" - 5.5"(minimum); Ram: 2 GB Min; Card Slot: Required; Battery: 2500+ MAH; 4G supported Camera: 8mp ;(Required Software Application will be separately installed by M&E Solution Provider) One Phone for each Secondary Transportation Vehicle and the Supervisor	An estimated cost value for these items is budgeted in the Project Cost Value. As the Service Provider will not be required to purchase these items, the amounts allocated for these items will be deducted from the monthly payments to the contracted Service Provider. The required M&E devices to be deployed in the operations by the Service Provider will be provided by the M&E Systems Hardware Provider appointed by the Government.
02	**Weighing Machines:** For Weighing the quantities of Wet, Dry and Hazardous waste at each Micro pocket and Trip. Integrated with electronic display for indicating the different types of waste and RFID reader to recognize the RFID chip with micro pocket ID (One for Each Tractor) Maximum capacity 100kg, accuracy(error) 20gm; Class-III, BIS & ISO certified weighing scale; Platter size 400mmx400mm ;The scale should be equipped with automatic wireless data transfer system.	
03	**Geo Tags :** For Monitoring the Staff movement in the allotted work areas (One for each Worker with the specifications- Screen - OLED display ; GPS - (-159DB); LBS - L1, 1575.42MHZ C/A code; GPRS - 850/900/1800/1900;SIM - Micro SIM standard; Battery - Lithium battery 400mAH; Standby time - About 70 hours; Calling from the device to central Office; Emergency call button/ SOS; G-Censor - in three axis; Remote monitoring; GPS+LBS+WiFi positioning; One-key first-aid; One-Key Emergency call button; Safety fence; Low battery alarm	
04	**RFID Chip integrated Micro pocket ID card** (one for each Micro pocket) - Screen- 0.96 inch OLED Display; solution- MT6261; GPS Sensitivity - (-159DB); GPS-MT3337; LBS - L1, 1575,42 MHz, C/A code; Sim card- Micro Sim card; Anti-Take off Alarm Support; Calling Support; SOS Support; G-Sensor Support(in three Axis); Remote Sensing Support ;Battery- Lithium Battery 400 mAH , stand by time is about 70 hours ; Dimension - 35*60*13mm; Accessories- USB cable and user manual; Functions - GPS + LBS +Wi-fi positioning; Call Function; One-key First – Aid; Wrist Off Alarm; Safety fence; Historical Trace	

Tools and Implements (Set for one year)		**To be procured by the Service Provider (Capital Purchase and O&M Responsibilities)**
01	**Tubs (*Gamelalu*) :** Made with 14-18 gauge G.I. sheet of 12"- 15"Dia. with SSI unit Certificate	
02	**Hand Spades:** 'Spades with Handles (*Chethiparalu*)' made with 16 guage G.I. sheet of 12"" x8" size	
03	**Drain cleaning spades (small):** 20 x 10 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3mm wall thick with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
04	**Drain cleaning spades (big):** 23 x 13 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3 mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
05	**Four teeth long Handle Forks (*Dantenalu*):** Made of 14 mm MS rod length 26 cm bend to form as form (hook) of size 16 cm length bend portion and 2 extra 16 cm size hooks firmly welded with ring around the rod to make as 4 forks and further having 3 mm thick and 25 mm dia and	

	length of 4 cm MS pipe properly fixed welded and fixed with about 150 to 155 cm size strong solid straight Bamboo sticks fixed firmly with nails. Tolerance 5% allowed	
06	**Iron scrapers:** Made of 18 gauge new iron sheet with 15 cm width and 23 cm length and 20 mm folded at one side. Tolerance 5% allowed	
07	**Sickle (*Kodavali*) For cutting grass and shrubs:** Shall be in the appropriate set of sharpened wood and sheet-steel fists	
08	**Iron Crow bar:** Iron crow bar of size 25 mm dia steel bar and 160 cm with one side sharp edge. Tolerance 5% allowed	
09	**Heavy Knives:** In good quality of *Kattulu* (*Kaman Kattulu*) weight 700gms with handle	
10	**KNAP SACK Sprayer:** MS 37 Shoulder mounted engine, Discharge-0.5 to 20 LPM, Tank capacity of 15 lts, Cylinder type High density polyethylene. ISI Brand	
11	**Broom Sticks:** *Malabar* type of Dark strands which should be more than 3 feet and stuck without leaves.	
12	**Disinfectant Spraying to be used per Micro Pocket:** Dry lime, smooth and white lime powder , Bleaching: 33 1/3% Chlorine, ISI Mark – 1065" - 30KG / Month per Micro pocket	
13	**Vector Control to be used per Micro Pocket:** Temphos (Abate) - EC50 with BIS standards – 0.5 ltrs / Month per Micro pocket	
14	**Vector Control (Anti-larvae oil) to be used per Micro Pocket:** Kingfog Oil/ Delfog - Deltramithrin 1.25% ULV with BIS standards, Malarial Oil with BIS standards - 10.0 ltrs. / Month per Micro pocket	

10.2. Workforce Planning and Management

i. The Authority will provide certain number of temporary sanitary workers currently available with it to the contract work packages. It is an obligatory contract award condition that these allocated temporary workers are taken on to the rolls of the Service Provider and engaged as Contract Workers as per the applicable State laws. In addition, the Service Provider should engage the additional number of workers and other categories of employees as indicated in the Table-5 and meet the regulatory requirements for wages and PF and ESI contributions as per applicable State laws.

Table- 5: Workforce Quantities to be deployed in the Work Package

Work package no._____
No of micro pockets included in the work package _____

Sl. No.	**Worker Category**	**No. Allocated by the Authority**	**Monthly Wages in Rs.**	**ESI Contribution (in %)**	**PF Contribution (in %)**
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				
Sl. No.	**Worker Category**	**Additional no. of employees to be engaged by the Service Provider**	**Monthly Wages in Rs.**	**ESI Contribution (in %)**	**PF Contribution (in %)**
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				

ii. The Service Provider is required to pay the wages to all the workers through their bank account. He is also required to make payment of ESI and PF contributions

(employee and employer share) into their respective accounts before the due dates. Further, he is required to submit the required documentary proof, which will be technologically monitored in the M&E system and will be verified by the Authority before making monthly contractual payment.

iii. The Service Provider should provide personal protective wear as detailed in Table-6 to all the employees engaged in handling the sanitation and waste management works. Protecting the employees' working condition is an important responsibility of the Service Provider. It should be ensured that the employees are educated on the importance of wearing the protective dress which safeguards their health and personal hygiene. The Service Provider should also ensure that the employees wear the protective dress while they are performing the sanitation and waste management works. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors with the insignia of the Service Provider and the ULB printed. The differential colors enable the citizen, municipal and other public officials to identify the service staff and the supervisors; and approach them for required services.

Table- 6: Personal Protective Wear for all Employees – (Set for one year) Differently colored for workers and supervisors with the insignia of the Service Provider and ULB printed		
01	**One(1) ID Card** (1 per person) Aadhaar linked photo ID card	
02	**Two(2) Caps** (2 per person)	
03	**Twelve(12) pairs of Gloves:** Industrial wearing rubber coated hand gloves of standard make and as approved by the Authority suitable for staff in Garbage Collection and Sanitation	
04	**Twelve(12) Nose Masks:** Dust respirator protection mouth mask of ISI mark suitable for sanitation staff in collection of garbage	
05	**Two (2) Radium Jackets:** (2 per person) Safety Jackets having highly reflective straps on either sides which make it visible from far distance even in darkness or misty condition. The jacket shall be made as per specifications. (universal size) **Fabric:** thick, plain, polyester; **Type:** High Glass white with tape 2 inches or high glass light yellow tape; **Style :** one side opening ; **Color :** Green / Orange; **Side free opening** for air flow	
06	**one(1) Rain Coat :** The full-dress of the company make- Duck back Water proof Rain coats	
07	**One(1) Gum Gloves -**Are of good quality and durability	
08	**One(1) Gum Boots -** Are of good quality and durability	
09	**Detergent Soaps** = 500 grams (12 per person / Per year)	
10	**Coconut oil** = 250 ml (12 per person / Per year)	

10.3. Performance Monitoring

i. The quality and diligence in work delivery will be regularly monitored as per the Key Performance Indicators (KPIs) given in Table-8 by the authorized officials of the Authority and the Department of MA&UD, Government of Andhra Pradesh. A comprehensive and technology based Monitoring and Evaluation (M&E) application will be deployed using internet, GPS, video, electronic weighment and mobile based applications.

i. **Geo Fencing** of the micro pockets; through which the latitude and longitude coordinates of the micro pocket boundaries will be captured and mapped on to the ULB map.

ii. For ensuring service efficiency, employees will be provided **Geo Tags**, with which their movement within their service areas can be monitored to ensure that the worker is available in the allotted work areas, for the entire shift and provide

the allocated services. The geo marked maps of the micro pockets and service zones will be used as basic reference maps for this purpose.

iii. In addition, **live video streaming** of the service areas is also undertaken. Inputs will be obtained from **mobile video cameras, stationery traffic cameras, and drone-mounted cameras** and live streamed on the monitors at the control rooms to observe the physical conditions of the service areas such as waste dumps, uncleaned places, road litters, and unsanitary conditions and work deviations. Snap shot pictures will also be taken. On the basis of observations and pictures, alerts and information will be given to the Service Provider to take immediate corrective actions and report back on the actions taken.

iv. The waste collected from each micro pocket trips at the point of secondary transportation, will be weighed using **electronic weighing scales**. The data will be directly sent to the M&E application server and mapped to the micro pocket details. This system will help in ensuring collection efficiency of the segregated waste and also to obtain accurate data on area wise quantities of dry, wet and hazardous waste generation.

v. Data will be obtained for the existing mobile based **'Puraseva' application** to arrive at a performance metrics on the quality and timeliness of the citizen grievance redressal by the Service Provider. (Details of Puraseva application can be obtained in CDMA, GoAP Website http://cdma.ap.gov.in/)

vi. Further, **Interactive Voice Response System (IVRS) and Bulk SMS Management Systems** will be deployed to proactively obtain feedback on citizen satisfaction levels.

Based on the inputs from the above Systems, a **Performance Score Card** for evaluating the performance efficiency of the Service Provider will be arrived at using M&E application software. The performance parameters factored for the purpose include:

- Service Coverage in the allocated service areas
- Segregated Collection -Weighment at Micro Pocket Transfer Point
- Dust free and litter free roads, Free flow of drains without chocking
- Citizen Complaints & Resolution Within 24 hours (quality and timeliness)
- Payment of Salary, PF, ESI, Protective Wears and One day Weekly Off
- Worker and Supervisor Absenteeism
- Social Audit, IVRS and Bulk SMS based assessment of citizen satisfaction levels

The relative weightages for each of the performance parameter and the formula for levying penalties for service failures are given in the Table-8.

From the centrally implemented M&E software platform, the monthly performance scores of the package operators and the amount to be deducted from their monthly payments for service failures will be made available in the internet enabled M&E application software. The information will be available for viewing by the Authority and the Service Provider. The performance score made available in the M&E website will be the basis of authorization for the Authority to make payments to the Service Provider and also for terminating the contract for continued service failures.

Table-7: Micro Pocket wise Indicative Work Quantities included in the Work Package *(The Authority to provide a full list of all Micro Pockets and other details for this work package as per the scope of the work)*

Work Package No. _____ (_____ no. of micro pockets)

Residential Area Details										**Main Roads Sweeping, Litter Picking and Drains Cleaning (Areas abutting the micro pocket)**		
Sl. No.	**Ward No**	**Micro Pocket No.**	**No .of Gates**	**No of Waste Generators (HH + petty shops + street vendors)**	**Names of the locality / roads, streets, lanes and Bi-lanes and other public utility places abutting the micro pocket**	**Start Point of the Micro Pocket with Landmarks**	**End Point of the Micro Pocket with Landmarks**	**Street Sweeping**	**Drains Cleaning**			
								Length of the Streets, lanes and Bi lanes	**Length of the shallow surface drains**		**Shallow Surface Drains Length (in meters)**	**Road Sweeping and Drains Cleaning Schedules**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**10**	**12**	**13**	**14**	**15**
1												
2												
3												
4												
5												
n												

able -7: Base map of ULB indicating the micro pockets and work package boundaries including the temporary waste storage points for w organics and road and drain silt- inert materials separately)

Table -8: Service Level Key Performance Indicators (KPIs) for Micro-Pocket Management and Formula for Penalties and Contract Termination

Key Performance Indicators	Field Evidence	Service Level Benchmark	Weight	Formula for Levying Penalties and Contract Termination
Coverage	100% collection coverage daily is the key to prevent indiscriminate littering & disposal - Providing collection service at least 6 out of 7 days is the top priority	100%	20 %	• Daily Performance will be recorded and service failure (deviation from the benchmark levels) will be calculated on monthly basis • Formula for levying monthly penalties from the monthly contractor payment. **Penalty to be levied :** = (Monthly Contractor Payment X Weightage of the Indicator) X % of Service Failure **Illustration for Failure in Coverage Indicator** (Rs. 2, 00,000 X 20 %) X 10% = Rs. 4,000
Segregated Collection - Weighment at Micro Pocket Transfer Point and at the Designated	Collection of the dry and wet waste in the quantities within the range as specified by the ULB (to ensure that the coverage targets are achieved fully)	80% (75% Wet 20% Dry 5% hazardou	20 %	
Dust free and litter free roads, Free flow drains without chocking	Sweeping and removal of dust creates clean and aesthetic look to the ULB and is a top priority Manual Collection of Litter at regular intervals and sweeping of pavements, Road margins, Bus Stops, FOBs, Subways and areas where mechanical sweeping is not possible.	80%	10 %	

Citizen Complaints & Resolution	Complaint and redressal reports	90 %	10 %	• **Termination Condition :** Continuous failure to achieve 80% satisfaction in all the indicators, for three months will result in termination of contract with a notice period of one month.
Payment of Salary, PF, ESI, Protective Wears and One day Weekly Off	Payment receipts	100%	20 %	
Worker and Supervisor Absenteeism	100% attendance of allotted manpower is a priority as there is provision for reserve PHWs	100%	10 %	
Social Audit / IVRS Satisfaction Levels	Audit Reports, IVRS reports (Generated by ULB)	90%	10 %	

End of the Document

ANNEXURE -III
Form T1
Covering Letter
(On the Letter-head of the Bidder)

Date:
To: [*Insert name and address of ULB*]

Sub: Submission of Bid for Work Packages No(s). ---Handling of Residential Area Work Package
Ref: Your Notification No. _____ dated _____

Sir/Madam,

Being duly authorized to represent and act on behalf of bidder and having reviewed and fully understood all of the Bid requirements and information provided and collected, the undersigned hereby submits the bid on behalf of _____ *[Name of Bidder]* for the Work Package No___

We hereby submit the Technical and Financial Bid Forms with the details as per the requirements of the Tender for your evaluation.

We also agree to furnish any clarifications in writing within the stipulated time; and also agree to the condition that failure to do so will result in the rejection of our tender.

We confirm that our Bid is valid for a period of 90 days from _____ [*Bid Due Date*].

Yours truly,

For and on behalf of _____*[Name of Bidder]*

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Form T2
Details of Bidder[1]
(On the Letter Head of the Bidder)

1. (a) Name of Bidder
   (b) Address of the office(s)
   (c) Date of Incorporation

2. Brief description of the Bidder's main lines of business.

3. Details of the Authorised Signatory:

   (a) Name :
   (b) Designation :
   (c) Company/Firm :
   (d) Address :
   (e) Telephone number :
   (f) E-mail address :
   (g) Fax number :
   (h) Mobile number :

4. Details of the individual who will serve as the point of contact / communication on behalf the Bidder:

   (a) Name :
   (b) Designation :
   (c) Company/Firm :
   (d) Address :
   (e) Telephone number :
   (f) E-mail address :
   (g) Fax number :
   (h) Mobile number :

[1] Attach Scan Copies of the Original Company / Entity Incorporation / Registration Certificates and PF, ESI and VAT Registration Certificates

Form T3
Conduct and Anti-Collusion Certificate
(To be notarized on Non-Judicial Stamp Paper of Rs.100)

I / We undertake that, in competing for the contract, I / we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

I / We declare that our organization or our partners in the JV / Consortium have never been blacklisted by any department / units of Government of India or State Governments or Union Territories in India for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of our services, or violation of any terms and conditions of the Agreement. In case if such misconducts are found to have been committed by us with documentary evidences, our contract can be summarily cancelled with the forfeiture of the security and performance guarantees we have executed with the Authority.

I / We hereby certify and confirm that in the preparation and submission of our Bid, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We further confirm that I / We have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the Bid.

I / We further acknowledge that on any later date, if it was found that I / We indulged in any of the corrupt activities mentioned in Prevention of Corruption Act 1988, the Authority has the right to take necessary legal action.

Dated this .....Day of ....., 2017

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

.....
(Name of the Authorised Person)

Those agencies or entities blacklisted by any department / unit of Government of India or State Governments or Union Territories for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of the bidder, or violation of any terms and conditions of the Agreement are **not** eligible to participate in this Tender.

Form T4 - Proof of Eligibility
(On the Letter-head of the Bidder)

It is compulsory for the bidder to fill this statement and the bidder must attach only those documents that support this statement

Bid Reference No. ____
Name of Work:_____
Name of Bidder:_____

	ELIGIBILITY CRITERIA[2] (To be filled by the Bidder)	
1	**NET WORTH in Crores of Rupees** (During the immediate last three consecutive financial years)	
	2015-16	
	2014-15	
	2013-14	
2	**TURNOVER in Crores of Rupees** (During the immediate last three consecutive financial years)	
	2015-16	
	2014-15	
	2013-14	
3	List the vehicles owned /to be owned by the Bidder[3]	Brief details of the Make, Type and other details of the vehicles to be provided. Should also confirm that the vehicles owned/to be owned conform to the Standards & Specifications as detailed in the Tender.

(Contd...)

Details of Experience: The Bidder should furnish the details of eligible experience as set out in the Table below:

[2] Attach copies of Audited Financial Statements including IT Return Certificates.

3 Attach Proof of Ownership (buy / hire) for the Vehicles.

Qualification Criteria	Details of the Work Executed	Documentary Proofs Such as Work Orders, Agreements, Work Completion Certificates, etc.[4]
	(Bidder needs to write the details)	*(Mention the names of documents attached*
As mentioned in the Eligibility Criteria and that related to Handling Sanitation and Solid Waste Management Works		

Dated this .....Day of ....., 2017

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Name of the Authorised Person)

[4] Without fail, copies of the documents mentioned here should be enclosed with the proposal

Form T5

Undertaking for Maintenance of Fair Labor Practices

(This undertaking should be notarized on Rs.100 stamp paper)

I / we undertake to engage the workers, notified by _____ (mention the name of the Authority) for the works given under this contract.

I / we undertake to follow fair labour practices as per the Acts and Rules applicable in the State of Andhra Pradesh for labour engagement, and indemnify the Authority from any labour encumbrances for the workforce employed in our rolls for executing the works awarded to me/ us through this Tender.

I / we further undertake to rectify the lapses relating to labour laws pointed out by the Authority.

I / we undertake to make payment of monthly wages on or before 7th of succeeding month and also remit the PF and ESI subscriptions on or before the due date.

I / we undertake to submit the bank statements indicating payment of wages to the workers and acknowledge of PF and ESI remittances while claiming the monthly payments for the services.

I / we undertake that we shall not use any fraudulent methods to subvert the worker payments and their lawful entitlements.

I / we shall maintain the following registers and, submit reports as per relevant Labour Laws and Rules.

i. Register of sanitary workforce employed for this work packages
ii. Muster roll, Register of Wages, Deduction and Over-time registers.
iii. Issue of Wage Slip one day in advance of payment of wages.
iv. Issue of employment card as per the relevant Rules.
v. Submission of half-yearly returns by 30th June and 31st December to Labour Department and the Authority.
vi. Provision of health and welfare measures, such as crèches and first-aid facilities
vii. Registration of our office under Andhra Pradesh Shops and Establishment Act, 1988.

Dated this .....Day of ....., 2017

.....
(Name of the Bidder)
.....
(Signature of the Bidder / Authorised Person)
.....
(Name of the Authorised Person)

Form T6[5]

[5] The Original to be submitted at the time of Technical Bid Opening

Power of Attorney for Signing the Bid

(To be notarized on Non-Judicial Stamp Paper of Rs.100)

Know all concerned by these presents, we, …… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name) ----------, son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the …… Project proposed or being developed by _____ Municipal Corporation / Municipality (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other Meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND, we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2017

……..

(Signature, name, designation and address)

Accepted

(Signature, name, designation and address of the Attorney)

(Contd...)

Witnesses:

1.

2.

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholders' resolution / power of the person executing this power of attorney on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form T7[6]

[6] The Original is to be submitted at the time of Technical Bid Opening

Power of Attorney for Lead Member of JV / Consortium
(To be notarized on Non-Judicial Stamp Paper of Rs.100)

Whereas the ……. (the "Authority") has invited bids for the ……..... Project (the "Project").

Whereas, ……., and ……(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL CONCERNED BY THESE PRESENTS

We, …… having our registered office at ……., and ……., having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize ……., having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/ Consortium and generally to represent the JV / Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV's / Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

AND, hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2017

For ……...
(Signature, Name & Title)

For …….....
(Signature, Name & Title)

(Executants)
(To be executed by all the Members of the JV / Consortium)

Accepted

(Signature, name, designation and address of the Attorney)

Witnesses:

1.

2.

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholders' resolution / power of the person executing this power of attorney on behalf of JV / Consortium.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form T–8[7]

[7]The Original is to be submitted at the time of Technical Bid Opening

CONSORTIUM AGREEMENT

(To be notarized on Non-Judicial Stamp Paper of Rs.100/-)

This Consortium Agreement executed on this ……. day of …… Two Thousand and Seventeen by:

M/s…….. a Company / Partnership Firm / Sole Proprietorship Organization incorporated under the Act/Laws of …… and having its Registered / Head office at……. (hereinafter called the "Lead Member" which expression shall include its successors); **and**
M/s …….. a Company / Partnership Firm / Sole Proprietorship Organization incorporated under the Act/Laws of ……. ……. And having its Registered / Head office at…… (hereinafter called the "Partner" which expression shall include its successors) shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a bid to the _____ Municipal Corporation / Municipality, having its office at _____ Andhra Pradesh, India (hereinafter called the "Authority") in response to the invitations of bids for "Residential Area Solid Waste Handling, Street Sweeping, Litter Collection, Drains Cleaning and Related Sanitation Activities (the "Project") on Buy, Own & Operate (BOO) basis." as per the Scope of Work stipulated in the Tender Documents (hereinafter called as "The Transaction").

Whereas Qualification / Eligibility Criteria of the Tender Document, stipulates that maximum of two bidders may form a JV or Consortium between themselves and apply for this Tender, provided they fulfil the following eligible criteria;

1. They should have legally valid Consortium Agreement as per the prescribed format for the purpose of participation in the bidding process and the total number of members in a Consortium shall be limited to two.
2. At least, one of the Consortium members shall have prior work experience of handling residential area municipal solid waste and sanitation as per the Qualification Criteria detailed in the Tender Documents.
3. Consortium as a whole shall meet all the qualifying norms specified in the Tender.
4. All the Consortium member(s) shall authorize the lead member by submitting a Power of Attorney as per the prescribed format duly signed by them. The Lead Member shall be authorized to receive instructions for and on behalf of all member of the Consortium and entire execution of the contract.
5. The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
6. A member of the Consortium shall not be eligible either in an individual capacity or part of any other Consortium to participate in the Tender, in the same Municipal Corporation / Municipality where the said Consortium participates.
7. Work Order (Letter of Award) will be placed on the Lead Member of the Consortium.
8. In addition to the above, the Lead Member should submit the following documents as qualifying terms.

- Certificate of Entity Registration
- PAN

And whereas the members of the Consortium together shall strictly comply with the Qualification / Eligibility Criteria of the Tender Document

And whereas bid has been proposed to be submitted to the _____Municipal Corporation / Municipality by the Lead Member based on this Consortium Agreement signed by the members

Now This Indenture Witnessed As Under:

In consideration of the above premises, in the event of the selection of Consortium as successful bidder, all the parties to this Consortium Agreement do hereby agree to abide themselves as follows:

1. M/s……. shall act as the Lead Member for and on behalf of Consortium / Consortium Members. The said Consortium / Consortium Members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the _____Municipal Corporation / Municipality for Providing the Services for a period of 3 (three) years and for a further period of 2 (two) years in case the Contract Period is extended as per the Scope of Work based on successful performance of the works. Any breach of roles and responsibilities (as specified hereunder) by the other Member(s) of the Consortium agreement doesn't indemnify the Lead Member of safeguarding himself from performing his duties and full execution of the contract. In case of default by the other Member(s), the entire responsibility financial or otherwise rests with the Lead Member. Lead Member will not be absolved of complete responsibility and suitable action.

2. If the _____Municipal Corporation / Municipality suffers any loss or damage on account of any breach of the Contract or any shortfall in meeting the Service Agreement as per the specifications in terms of the Contract, the Members of the Consortium undertake to promptly make good such loss or damages caused to the _____ Municipal Corporation / Municipality, on its demand without any demur. The obligation of each of the member is absolute and not independent of the Consortium or any member.
3. The liability of the members of this Consortium agreement to the _____Municipal Corporation / Municipality, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Consortium Agreement, read in conjunction with relevant conditions of the Service Agreement, shall not be however limited in any way so as to restrict or limit the liabilities of any of the members of the Consortium Agreement. The liability of each member is absolute and not severable.
4. It is expressly understood and agreed between the Members to this Consortium Agreement that the responsibilities inter se amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities and shall ensure

performance under the agreement, the same shall be deemed to be a default by all the Consortium Members. It will be open for the _____Municipal Corporation / Municipality to take any steps, punitive or corrective action including the termination of contract in case of such default.

5. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and Andhra Pradesh and shall be subject to exclusive jurisdiction within Andhra Pradesh in all matters arising there under.
6. In case of an award of a Contract, all the Members to the Consortium Agreement do hereby agree that the Consortium as whole shall furnish Performance Guarantee by way of an irrevocable & unconditional Bank Guarantee for 5% of the Annual Contract Value in the prescribed format and as per terms of the Service Agreement.
7. It is further agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the _____Municipal Corporation / Municipality terminates the same. It shall be effective from the date first mentioned above for all purposes and intents.
8. In case of any dispute amongst the members of the Consortium, _____Municipal Corporation / Municipality shall not be in any way liable and also the Consortium Members shall not be absolved from the contractual obligation in any manner.
9. It is further understood and agreed by all the Members of the Consortium that in case the Contract is awarded to JV or Consortium, the JV and Consortium arrangement should remain the same throughout the contract period. The whole entity will be jointly and severally responsible for the obligations it has to fulfill as per the Service Agreement.
10. It is also further understood and agreed that in the event of any member of the whole entity (Consortium) pulls out of the JV/ Consortium or if the lead partner disengages the other member of the Consortium, the total contract award will be annulled with one month notice and the _____Municipal Corporation / Municipality will take necessary steps as it deems fit. The JV / Consortium shall forfeit the EMD and Performance Guarantee.

In Witness thereof, the Members to the Consortium Agreement have through their authorized representatives executed this Consortium Agreement and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of …….. for the Lead Member has been affixed in my /our presence Pursuant to the Board of Director's resolution dated……..

(Signature of authorized representative)
Name…….
Designation……Common Seal of the Company

2. Common Seal of …….. for Partner has been affixed in my / our presence Pursuant to the Board of Director's resolution dated……..

(Signature of authorized representative)
Name…….
Designation……Common Seal of the Company

WITNESSES:

1……	2……
(Signature)	(Signature)
Name……	Name……
(Official address)	(Official address)

FORM T9:

(On the Letter-head of the Bidder)

Approach and the Methodology for Carrying out the Operations

(To be submitted by the bidder along with the Bid in the e-Procurement portal)

The bidder is required to detail the plans he is intending to carry out against each of the parameter given in the Table below.

Work Plan – Approach and Methodology
1. Time Schedules planned for waste collection, street sweeping and drains cleaning and vector control activities (Daily and Weekly), providing coverage to all the areas specified in the work package.
2. Details of Roles and Responsibilities planned separately for each category of the employee - Sanitary worker, Loader, Driver, Supervisor and Manager.
3. Specific plans to meet all the seven service level performance indicators (as per Table 8 in the Notice Inviting Tender) including remedial measures, if failures occur.
4. Steps planned to get the community involved in source segregation and avoid littering in streets and public places.
5. Separate steps planned for handling the dry recyclable waste from the secondary transportation stage to final disposal.

ANNEXURE-IV

Form F1
Financial Offer for the Project

(Note: After filling in the details, the authorised signatory / signatories should sign all the pages of the documents, scan the signed copies and then upload in the e- tender portal)

Form F1
Financial Offer for the Project

Date:

To
The Commissioner, [*Insert Name & address of ULB*]

Sub: Financial Bid for Work Package No._____ for handling Residential Area Sanitation and Solid Waste

Ref: Your Tender Notification No. _____ dated _____

Sir/Madam,

Having gone through this Tender document and having fully understood the Scope of the Project and the Scope of Work for the Project as set out by AUTHORITY in the Tender. I / we are pleased to inform that I / we would deploy the following resources for undertaking all he activities involved work package No._____. We also quote the amount that we would be charging from the Authority. The quote is inclusive of all applicable taxes and charges.

Name of the Municipality / Municipal Corporation for which the bid is submitted : _____		
Work Package No. ____		
No. of Micro Pockets considered for Bid Submission: ____ (in words:)		
Details of the no. of Vehicles and Materials proposed to be deployed in the total Work Package.	Categories and Details of the number of workforce planned to be engaged in the total Work Package	Lump-sum amount chargeable to the Authority in INR for the total project for three years
a) Number and Details of the Primary and Secondary Collection and Transportation Vehicles for the Total Package: b) Number and Details of the Tools and Implements planned to be utilised in each Micro Pocket:		In Figures: In Words:

c) Quantities of Details of Conservancy materials planned to be to be utilised in each Micro Pocket:		

I / we have reviewed all the terms and conditions of the Tender and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are and shall be no deviations from the stated terms in the Tender Document.
Yours faithfully,

For and on behalf of (*Name of Bidder*)
Duly signed by the Authorised Signatory of the Bidder
(Name, Designation, Address and official stamp of the Authorised Signatory)
Duly signed by the Authorised Signatory of the Bidder
(Name, Designation, Address and official stamp of the Authorised Signatory)

ANNEXURE-V

_____ Municipal Corporation/ Municipality

SERVICE AGREEMENT

FOR

RESIDENTIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION, DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR A PERIOD OF 3 YEARS ON "BUY/HIRE, OWN & OPERATE" (BOO) BASIS

Residential Area Work Package No:

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(To be registered)

SERVICEAGREEMENT

THIS AGREEMENT is entered into on this the_____ day of _____(month) 20__

BETWEEN

1. _____ MUNICIPAL CORPORATION/ MUNICIPALITY represented by its _____and having its principal office at _____ (hereinafter referred to as the 'AUTHORITY' which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the FIRST PART; AND
2. _____(name of the successful Bidder as a whole entity / the Lead Partner of the whole entity) which has been awarded the Letter of Award (LOA) and a company incorporated under the provisions of the Companies Act, 1956/2013/Section 25 Company / Registered NGO / Society / Partnership Firm / Proprietorship Firm / Social Welfare or CSR of_____ Corporate Welfare Society and having its registered office at _____, (hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, and permitted assigns and substitutes) of the SECOND PART;

WHEREAS:

A. _____ Municipal Corporation /Municipality, with an objective to comply with Solid Waste Management (SWM) Rules, 2016 & National Green Tribunal (NGT) directives and to have overall positive impact on the living environment by mitigating pollution and environmental hazards; intends to engage specialized and experienced service providers (the 'Service Provider') for handling of sanitation and municipal solid waste management activities in the allocated residential work package areas that include house- to-house / gate-to-gate solid waste collection, street sweeping, litter collection and drains cleaning (the 'Project') on 'Buy/ Hire, Own, Operate'

(BOO) basis. Private/ Social Sector/CSR participation is expected to bring better technology, better management methods and capital to MSW management in urban areas.

Accordingly, the AUTHORITY had resolved to avail the services of experienced private service providers for efficient execution of the above Project on Buy/Hire-Own-Operate (the 'BOO') basis, and has therefore, decided to carry out the bidding process for selection of a private entity as the 'Service Provider' to whom the Project may be awarded in accordance with the terms and conditions that are set forth in this Service Agreement.

B. The Authority had prescribed the technical and financial terms and conditions, and invited bids to carry out the above referred Project in the identified Residential Work Package Areas (Micro Pockets)in _____Municipal Corporation / Municipality on BOO basis by its Tender Notice No._____ dated _____ (the 'Tender Notice') for undertaking the Project.

C. After evaluation of the bids received, the Authority had accepted the bid of _____(*mention the name of the successful bidder*) and issued its Letter of Award No. _____ dated_____ (hereinafter called the 'LOA, requiring, inter alia, the execution of this Service Agreement within 3 (three) weeks of the date of issue thereof.

D. _____*(mention the name of the successful bidder as a whole entity),* has accordingly agreed to enter into this Service Agreement with the Authority for execution of the Project on BOO basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and Agreement s set forth in this Service Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

'Affected Party' shall have the meaning set forth in Clause 18.1

'Agreement' or 'Service Agreement' means this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

'Applicable Laws' mean all laws brought into force and effect by Government of Andhra Pradesh (GoAP),or the Government of India (GOI) including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to the Service Agreement document and the exercise, performance and discharge of respective rights and obligations of the parties, as may be in force and effect during the subsistence of this Agreement and the subsequent contract to be signed by the Service Provider with _____Municipal Corporation / Municipality.

'Applicable Permits' mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under applicable laws in connection with the construction, operations and maintenance of the Project during the subsistence of the Service Agreement ;

'The Authority Representative' means such person or persons as may be authorized in writing by the Authority to act on its behalf under the Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfill any obligations of the Authority under the Agreement ;

'Bank' means a scheduled bank incorporated in India.

'Bid' means the documents in their entirety comprised in the bid submitted by the Service Provider in response to the Tender Notice in accordance with the provisions thereof

'BOO' or 'Buy, Own& Operate' shall have the meaning of set forth in Recital (A);

'Change of Scope' shall have the meaning set forth in Clause 12.1;

'Contract Period'means the period starting on and from the Project Commencement Date and ending on three years thereafter

'Cure Period' means the period specified in the Agreement for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and

b) Not relieve any Party from liability to pay damages or compensation under the provisions of the Agreement.

'Damages' shall have the meaning set forth in Clause 19.1.1 B, C, D & E.

'Dispute' shall have the meaning set forth in Article 22;

'Dispute Resolution Procedure' means the procedure for resolution of Disputes set forth in Clause 22.1;

'Earnest Money Deposit' means the security provided by the Service Provider to the Authority at 2.5% of the Final Contract Value in accordance with the Tender Notice. Out of this 1% of the Estimated Cost Value of the Project is required to be deposited while uploading the bid in the e-procurement portal.

'Force Majeure' or Force Majeure Event' shall have the meaning ascribed to it in Clause 18.1

'GOI' means the Government of India;

'Good Industry Practice' means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator and encouraged in similar type of undertaking is envisaged under this Agreement and expected to result in the performance of its obligations by the Service Provider in accordance with the Agreement , Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

'Government' means the Government of Andhra Pradesh;

'Government Instrumentality' means any department, division, or sub-division of the State Government and includes any commission, board, Authority, agency or _____ Municipal Corporation / Municipality and other local Authority and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Service Provider under or pursuant to the Agreement ;

'Household**'** is defined as a domestic living accommodation of any type such as: (a) any type of dwelling structure; (b) a slum house; and (c) a multi-floor housing

complex of not more than 20 units. For MSW collection purpose, if the dwelling structure houses a single household, it will be counted as one unit denoted as a 'door' and if the structure houses more than one household, the structure will be denoted as a group house / housing complex and waste collection will be done at the 'gate' of the group house / housing complex.

'Indemnified Party' means the Party entitled to the benefit of an indemnity pursuant to Article 21;

'Indemnifying Party' means the Party obligated to indemnify the other Party pursuant to Article 21;

'Insurance Cover' means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 17, and includes all insurances required to be taken out by the Service Provider under Clause 17.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

'LOA' or 'Letter of Award' means the letter of award referred to in Recital (C);

'Material Adverse Effect' means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

'O & M Manual' shall have the meaning ascribed to it in Clause 13.1;

'O & M' means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services in accordance with the provisions of the Agreement;

'O & M Expenses' mean expenses incurred by or on behalf of the Service Provider or by the Authority, as the case may be, for all O & M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) Premium for insurance, (d) all taxes, duties, Cess and fees due and payable for O & M, (e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any contract in connection with or incidental to O & M, and (g) all other expenditure required to be incurred under the Agreement , Applicable Laws or Applicable Permits;

'Parties' means the parties to the Service Agreement collectively and 'Party' shall mean any of the parties to the Service Agreement individually;

'PCD' or 'Project Commencement Date' shall have the meaning set forth in Clause 11.1;

'Performance Guarantee' shall have the meaning set forth in Clause 10.1;

'Price' shall have the meaning as set forth in Clause 5.1;

'Project' means handling of MSW in accordance with the provisions of the Agreement, and includes all works, services, vehicles and equipment relating to or in respect of the Scope of the Project;

'Rs. or 'Rupees' means the lawful currency of the Republic of India;

'Residential Micro Pocket' means a continuous area consisting of around _____*(indicate the average number of waste generating units in the micro pockets as arrived at in the work package*) waste generating units made of households, petty shops and street vendors along with the adjoining roads / streets and the drains situated in those roads / streets. For constituting the work package, average number of the waste generating units in the micro pockets is construed to be ____as given in Schedule A of this Agreement.

'Safety Requirements' shall have the meaning set forth in Clause 15.1;

'Scope of the Project' shall have the meaning set forth in Clause 2.1;

'Scope of Work' means all the works that are required to be carried by the Service Provider for effective handling of MSW and in accordance with the Schedules and other provisions of the Agreement.

'Service Provider' shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

'Specifications and Standards' mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project as set forth and any modifications thereof or additions thereto, as detailed in the documents related to this Tender.

'State' means the State of Andhra Pradesh and 'State Government' means the Government of Andhra Pradesh;

'Taxes' mean any Indian taxes including excise duties, custom duties, value added tax, sales tax, local taxes, Cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated

in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

'Tender' or 'Tender Notice' shall have the meaning set forth in Recital (B);

'Termination' means the expiry or termination of this Agreement and the Contract hereunder;

'Termination Notice' means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

'Termination Date' means the date on which the Agreement and the Contract hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

1.2. Interpretation

1.2.1. In this Agreement , unless the context otherwise requires,

a. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement ;
b. References to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement ;
c. Any reference to any period commencing 'from' a specified day or date and 'till' or 'until' a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a working day, then the period shall run until the end of the next working day;
d. Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement shall be in writing under the hand of a duly authorized representative of such Party.
e. The Schedules and Recitals to this Agreement form an integral part of this Agreement.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Service Provider to the Authority shall be done so free of cost and in three copies and softcopy.

1.2.3 Any word or expression used in this Agreement shall unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.3. Priority of Agreements and errors/discrepancies

1.3.1. This Agreement , and all other Agreement s and documents forming part of this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Agreement , the priority of this Agreement and other documents and Agreement as forming part hereof shall, in the event of any conflict between them, be in the following order:

a) this Agreement ; and

b) all other Agreement s and documents forming part hereof;

1.3.2. In case of ambiguities or discrepancies within this Agreement , the following shall apply:

a) Between two or more Articles of this Agreement , the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;

b) Between the Articles of this Agreement and the Schedules, the Articles shall prevail; and

c) Between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: SCOPE OF THE PROJECT

2.1. Scope of the Project

2.1.1. The scope of the Project (the 'Scope of the Project') shall mean and include, during the Contract Period:

a) Carrying out all the activities detailed in Scope of Work as per the Schedule B of this Service Agreement, on daily basis, in the specified areas as detailed in Schedule A.
b) Providing any or all of the required services in the project areas as per the schedules and service requirements, specified by the Authority from time-to time.
c) Handling any increase in waste generation on account of increase in per capita waste generation.

In order to carry out all the above activities, the Service Provider needs to perform the following:

d) Deploying required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), requisite work force, consumables, and conservancy materials and also undertake comprehensive operations and maintenance as per the specifications given in the Tender and the Service Agreement ;

e) Making use of the vehicles and materials available with the Authority as given in Schedule C of the Service Agreement and holding responsibility for Operations and Maintenance of these vehicles and materials.

f) Deploying the additional numbers of vehicles and materials as given in the same Schedule C of the Service Agreement and holding responsibility for Own/ Hire, Operations and Maintenance of these vehicles and materials.

g) Employing the allocated number of contract workers who are presently working with the Authority as given in Schedule D of the Service Agreement

h) Engaging the additional numbers of workforce as given in Schedule D of the Service Agreement

i) Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the regularly engaged contract workers;

j) Deploying the vehicles as per the requirements of the Project including adequate reserve vehicles and their proper maintenance.

k) Deploying the required number of electronic hardware (RFID reader integrated electronic weighing machines, Android mobile phones, geo tags and RFID cards) according to the technical and procurement specifications as specified by the Authority in Schedule C.

l) Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.

m) Providing the required set of Protective Wear to the workers and supervisors with proper identification and ensuring that the employees wear the Protective Wear all the time while on duty as specified in Schedule D.

n) Implementing the technology based Monitoring and Evaluation (M&E) tools and complying with the methods as prescribed by the Authorityas specified in Schedule C.

o) Setting up an Office in the _____Municipal Corporation / Municipality Area and appointing fulltime managerial and supervisory staff to fulfil the project obligations and coordinate with the Authority.

2.1.2. **The Service Provider shall have to commence the work within 30 days from signing of the Service Agreement.**

ARTICLE 3: CONDITIONS FOR HANDLING RESIDENTIAL AREA MUNICIPAL SOLID WASTE

3.1. Conditions for Service Operations

3.1.1. The vehicles shall display 'ON _____ MUNICIPAL CORPORATION / MUNICIPALITY DUTY' and telephone number(s) for lodging any complaints. The telephone number(s) should be linked to the Authority's central control room that monitors the services.

3.1.2. In case of any mishap/accident happening on account of operations on the roads or at the place of working, the Service Provider shall take the complete responsibility for the occurrence. The Service Provider is responsible for registering necessary police complaints and attending to further legal procedures and the Authority shall not be made a party to the occurrence.

3.1.3. The Service Provider's work should not affect or stop the traffic flows in the residential areas or on the roads at the time of handling the waste.

3.1.4. The Service Provider shall not put any hindrance to any other works, being carried out on the roads and the residential areas. In case of any dispute, the decision of the Authority shall be final and binding.

ARTICLE 4: THE CONTRACT

4.1. The Contract

4.1.1. Subject to and in accordance with the provisions of this Agreement, the applicable laws and permits, the Authority hereby authorizes the Service Provider to provide the services as set forth herein including the exclusive right and Authority during the

subsistence of this Agreement to operate and maintain the Project initially for a period of 3 (three) years commencing from the Project Commencement Date (PCD).

4.1.2. The Authority has an option to renew the contract for an additional period of 2 (two) years at its discretion.

4.1.3. Subject to and in accordance with the provisions of this Agreement , the Service Provider shall:

a) exercise such other rights as the Authority may determine as being necessary or desirable and which it consents to in writing, for the purposes incidental and necessary for the provision of the services;

b) perform and fulfill all obligations under and in accordance with this Agreement ;

c) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations under this Agreement ; and

d) not assign, transfer or sublet or create any lien or encumbrance on this Agreement hereby granted or on the whole or any part of the Project; nor transfer, lease or part possession thereof except as expressly permitted by this Agreement.

ARTICLE 5: PAYMENTFOR THE SERVICES

5.1. The Authority will pay Rs. _____(In Words) every month for the services rendered on the basis of the lump sum rate (**the 'Price'**) agreed upon as per the Letter of Award (LOA) No. _____ dated_____. The Price shall be inclusive of all taxes. Income tax as per statutory provision shall be deducted from monthly payments to the Service Provider.

5.2. The payment for the month shall be calculated by the following formula:

Payment to be made by the Authority every month = (A – B) (A minus B)

A : Lump sum monthly service fee as mentioned in the LOA; and

B: Amount of penalties for service failures as per schedule E in the Service Agreement.

5.3. In addition, while making the payments, the costs towards the Capital and O&M expenses for the technology enabled M&E Tools and Systems (Android Mobile Phones, Geo Tags, Weighing Scale, and RFID Card) will be deducted as specified in

the LOA.

5.4. There will not be any revision of this contract amount during the project period despite any increase or decrease in the fuel prices.

5.5. The Service Provider shall submit to the Authority a monthly invoice by 7th day of succeeding month for the services rendered in the month. The Authority after deducting the penalties levied, if any, shall approve the invoice.

5.6. The Authority shall scrutinize the invoice with reference to the Service Level Performance Scores obtained by the Service Provider (Schedule E) from the M&E Software. Necessary payment to the Service Provider shall be made by the Authority within 7 days from the date of receipt of monthly invoice in accordance with the formula specified in clause 5.2and 5.3. The Authority shall make the payment to the Service Provider by way of bank transfer.

ARTICLE 6: OBLIGATIONS OF THE SERVICE PROVIDER

6.1. Obligations of the Service Provider

6.1.1. Meeting all the costs and expenses arising from capital investments, operations and maintenance of the Project for the entire contract duration and observe, fulfil, comply with and perform all its obligations set out in the Agreement or arising hereunder.

6.1.2. Complying with all applicable laws and applicable permits (including renewals as required in this regard) in the performance of its obligations under the Agreement.

6.1.3. Discharging its obligations in accordance with Good Industry Practices and as a reasonable and prudent entity.

6.1.4. Being solely responsible for all associated expenses like fuel and maintenance expenses and statutory dues such as Sales Tax, Income Tax, VAT, GST, Excise duties, payment to Employee Benefit Funds, etc., arising out of the Agreement and the Authority shall not be liable for the same under any circumstances.

6.1.5. Engaging on its roll the categories of personnel, as indicated in Schedule D and strictly adopt the procedures:

i. Get labor license from the Labor Department on the name of the Service Provider which is agreed upon under this Agreement.
ii. Get the Service Provider registered under PF and ESI as per regular norms.
iii. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the M&E system will be considered authentic for monitoring the attendance of the workforce.
iv. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.
v. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.
vi. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.
vii. Accept and engage all the PH employees provided by the Authority without any deviation.
viii. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.

6.1.6. Providing to all the employees regularly engaged in the Project, as indicated in Schedule D, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.

6.1.7. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.

6.1.8. Providing uniforms, safety wear, etc., as given in Schedule D .The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.

6.1.9. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.

6.1.10. In addition to those employees as indicated in Schedule D, engaging adequate number of *reserve* employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the *reserve workers*.

6.1.11. Not employing any person below the age of eighteen years in the Project.

6.1.12. Making the Project known, promoted, displayed and advertised in the name of _____ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.

6.1.13. Organizing health check up every three months for all workers.

6.1.14. Taking all the reasonable steps to protect the environment.

6.1.15. Fulfilling the following responsibilities at its own cost and expense:

a. The liability of any damage or loss in case of death or injury to any person engaged in the Project shall be the sole responsibility of the Service Provider and the Authority shall not in any manner be a party to or responsible for such damages or losses.

b. Ensure, procure and comply with all applicable permits and laws in the performance of the obligations under the Agreement.

c. Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement ;

d. Ensure that the persons engaged by it in the performance of its obligations are properly trained for their respective duties.

e. Comply with the provisions of the Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labor (Regulation and Abolition) Act 1970, Payment of Wages Act 1936, and Employer's Liability Act 1938and any other Act or enactment relating thereto and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Authority may at its discretion terminate the Agreement.

f. Also be liable for any pecuniary liability arising on account of violation of the provisions of the Acts.

ARTICLE 7: OBLIGATIONS OF THE AUTHORITY

7.1. Obligations of the Authority

The Authority agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the applicable laws, the following:

a) Hand over the vehicles and materials as indicated in Schedule – C after ensuring that they are in working condition, and make available the outsourced/contract labour already engaged by the Authority as indicated in Schedule – D to the Service Provider for use in the Project operations;

b) Periodically renew without fail, the insurance cover and pollution under control certificate for the vehicles owned by the Authority, as per applicable RTO norms.

c) Support, cooperate with and facilitate the Service Provider in operation of the Project in accordance with the provisions of this Agreement ;

d) Support, cooperate and facilitate the Service Provider in procuring applicable permits and approvals and their renewals, if any, from various Government Authorities and utilities; and

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of the Service Provider

The Service Provider represents and warrants to the Authority that:

a) it is duly organized and validly existing under the laws of India, and has full power and Authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

b) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement ;

c) it agrees that this Agreement constitutes legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations hereunder;

d) it agrees that this Agreement is subject to the laws of Andhra Pradesh and India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under; and

e) it reiterates that the information furnished in the Bid and as updated till the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

8.2. Representations and Warranties of the Authority

The Authority represents and warrants to the Service Provider that:

a) it has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement , exercise its rights and perform its obligations, under this Agreement.

ARTICLE 9: DISCLAIMER

9.1. Disclaimer

9.1.1. The Service Provider (Entity) acknowledges that prior to the execution of the Agreement , it has carefully examined and made an independent evaluation of the Scope of Work for the Project, Specifications and Standards, the Site conditions, and such other information as provided in the Tender document or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of risks, challenges and hazards as are likely to arise or may be faced by it during the course of performance of its obligations. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Authority in this regard.

9.1.2. The Service Provider acknowledges and hereby accepts the risks of inadequacy, mistake or error in or relating to any of the matters set forth in Article9.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider, its associates or any person claiming through or under any of them.

9.1.3. The Parties agree that any mistake or error in or relating to any of the matters set forth in the Tender document shall not vitiate the Agreement, or render it void.

9.1.4. Except as otherwise provided in the Agreement, all risks relating to the Project shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 10: PERFORMANCE GUARANTEE

10.1. Performance Guarantee

10.1.1. The Service Provider shall for the performance of its obligations during the Project period, provide the Authority within 21 days from the date of signing of Agreement , an irrevocable and unconditional Bank Guarantee from a Schedule Bank for 5% of the Annual Contract Value amounting to Rs._____ (Rupees_____only)and in the form set forth in Schedule F.

10.1.2. Notwithstanding anything contained in the Agreement, the Authority may encash the Earnest Money Deposit (EMD) and appropriate the proceeds thereof to its account as damages, if the Performance Guarantee is not provided by the Service Provider within a period of 21 days from the date of signing of the Agreement.

10.1.3. Thereupon all rights, privileges, claims and entitlements of the Service Provider under or arising out of the Agreement shall be deemed to have been waived and the Agreement shall be deemed to have been terminated.

10.2. Appropriation of Performance Guarantee

Upon occurrence of a default during the contract period, or failure to meet any conditions, the Authority shall without prejudice to its other rights and remedies in the Agreement or in law, be entitled to encash and appropriate the relevant amounts from the Performance Guarantee as damages for such Service Provider's default(s) or failure(s) to meet the service levels as detailed in this Agreement. Upon such encashment and appropriation from the Performance Guarantee, the Service

Provider shall, within 30 (thirty) days thereof, replenish in case of partial appropriation, to its original level the Performance Guarantee and in case of appropriation of entire Performance Guarantee provide a fresh Performance Guarantee as the case may be, and the Service Provider shall, within the time so granted, replenish or furnish fresh Performance Guarantee as aforesaid failing which the Authority shall be entitled to terminate the Agreement.

ARTICLE 11: PROJECT COMMENCEMENT DATE

11.1. Project Commencement Date (PCD)

After the Service Provider has signed the Agreement, submitted the Performance Guarantee, mobilized the vehicles and the required manpower, taken the permits and approvals required as per law, and submitted an action plan on how the MSW will be collected and transported to the designated place(s), the Authority shall notify a Project Commencement Date (PCD) under the provisions of the Agreement. It should be ensured that the PCD occurs within 30 days of signing the Agreement.

11.2. If the Service Provider does not commence the work on or before the PCD, the Agreement stands terminated and further action is initiated by the Authority.

ARTICLE 12: CHANGE OF SCOPE

12.1. **Change in Work Quantities**

The Authority reserves the right to increase/decrease the number of Micro Pockets to an extent of 10% (in situation such as increase/decrease in the waste generating units or merger of new areas or demerger of areas) during the tenure of the Project Period with the approval of the Government. In such case(s) the Service Provider shall have to extend the services as per the terms & conditions of this Agreement to the additional Micro Pockets.

The payment for such additional works shall be at pro-rata to the Price as detailed in this Agreement. For the sake of illustration, if 10 (ten) additional Micro Pockets have been added to the original number of 100 (hundred) Micro Pockets; the Price considered for covering additional Micro Pockets shall be as under:

Price for the entire services = Price X (100+10) ÷ 100

ARTICLE 13: OPERATION AND MAINTENANCE

13.1. Operations and Maintenance Obligations of Service Provider

13.1.1. In consultation with the Authority, evolving a final Work Plan including the methodology for collection and deposit of waste, preventive maintenance of the all vehicles and taking care of all safety requirements. The final Work Plan has to be submitted to the Authority within 5 (Five) days from signing of the Service Agreement. It should show detailed operational procedures including a list of Do's & Don'ts.

13.1.2. Door-to-door and gate-to-gate collection of municipal solid waste from the residential area waste generators, using primary collection vehicles (pushcart, tricycles or battery operated autos that are designed to be environmentally friendly, of higher productivity and ergonomical), that can transport HDPE waste collection bins, and tarpaulin bags.

13.1.3. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle. The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package.

13.1.1. Allocation of sufficient number of motorized secondary transportation vehicles (3 ton to 5 ton capacity tucks) with a minimum of one vehicle for a cluster of 15 micro pockets. Making provision in the secondary transportation vehicles for bulk transportation of waste in three separate categories (wet, dry and hazardous) without any mix up till the place of disposal as specified by the Authority.

13.1.2. The primary and secondary transportation vehicles and waste carrying bins and bags should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.

13.1.3. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.

13.1.4. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.

13.1.5. The ownership of the waste lies with the Authority. The Service Provider cannot sell or pilfer the waste other than the permitted dry waste. The Service Provider is permitted to take away all the collected dry waste free of cost, as a special consideration for providing quality services. However, this can be done only after proper weighing at the micro pocket transfer point level. The Service Provider is required to make suitable arrangements to recycle the dry waste using systematic methods and should not indiscriminately dump the waste anywhere either inside or outside the boundaries of the ULB. The Service Provider is required to submit monthly reports to the Authority on how the dry waste is finally disposed for recycling with suitable contractual / sales information.

13.1.6. Suitable route planning (for secondary transportation) should be done for directly transferring the waste from the bins into the secondary transportation vehicles at the fixed micro pocket transfer points. A principle of '***Waste-Not-Touching-the-Ground'*** during collection and transportation should be adopted.

13.1.7. Deploying the vehicles and materials including the technology based M&E Tools and System as detailed in Schedule C. Maintaining the M&E Tools and System and keep them in operational condition throughout the Project period.

13.1.8. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the M&E System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket.

13.1.9. For the micro pockets, the timings of arrival of the secondary transportation vehicles at the transfer points shall be planned. The micro pocket workers shall synchronize their reporting at the transfer points, at fixed timing to transfer the waste into the secondary transportation vehicles directly.

13.1.10. The secondary transportation routes shall be planned to suit collection of waste from the adjoining micro pockets also, to optimize the route plan and vehicle utilization.

13.1.11. Ensuring placement of safety device(s) and signage(s) at work site during working hours, as per MORT&H [Ministry of Road Transport & Highways] Specification.

13.1.12. Each secondary transportation vehicle shall be provided with an android mobile phone which will be loaded with the M&E Mobile App by the M&E Software solution provider (arranged by the Authority). This Mobile App will serve as GPRS vehicle tracker for real time monitoring of the work done in the designated places.

13.1.13. Ensuring that all the gadgets (geo tag, android mobile phone, weighing machine and associated electronic display panels) shall always be in working condition and fully electric power charged.

13.1.14. Taking insurance for the vehicles and complying with applicable RTO norms. The Service Provider shall pay all RTO related expenses such as taxes, permit fee, Pollution under Control certificate etc., for all the vehicles owned by the Service Provider.

13.1.15. Carrying out the required repairs and maintenance of all the vehicles including the vehicles owned by the Authority at periodic intervals at its (Service Provider) own cost and the Authority is not responsible for the same.

13.1.16. Replacement of spare parts shall be done as per the Original Equipment Manufacturer (OEM) manual of the equipment / vehicles.

13.1.17. In the event that the Service Provider fails to repair or rectify any defect or deficiency in maintenance requirements within the period specified therein, it shall be deemed to be in breach of the Agreement and the Authority shall be entitled to recover damages as estimated by the Authority, until the breach is fixed.

13.1.18. Recovery of such damages shall be without prejudice to the rights of the Authority under the Agreement, including the right of Termination thereof.

13.1.19. Maintaining sufficient stock of the consumables required for smooth and efficient operations.

13.1.20. Ensuring that the vehicles are kept clean and tidy during the operations. Washing of vehicles should be done regularly.

13.1.21. As a private employer, the Service Provider has the Authority to initiate appropriate disciplinary actions, after giving notices will have to remove any person employed on the work if so desired by the Authority for misconduct, misbehavior, or for such other reasons.

13.1.22. The Service Provider shall follow all existing rules and regulations of the Government pertaining to contract workers as amended from time to time without entitling him for any extra monetary claim from the Authority on this account.

13.1.23. The Authority shall review the data logs of the Service Provider on monthly basis. Data logs are to be prepared by Service Provider in discussion and consultation with the Authority which shall cover attendance, GPS reports, duty slips, and repair and maintenance, spare parts replacement among other things; and

13.1.24. Complaints raised by the public, itself and other stakeholders will be referred to the Service Provider by the Authority, for redressal within 24 hours. Process specified by the Authority shall be followed for this purpose.

ARTICLE 14: PENALTY

14.1. If it is found that the allocated areas are not cleaned and maintained and waste is not collected and transported as per the scope of the work defined in this Agreement , the Authority shall levy penalty for such service failures and deduct the same from the monthly payment to the Service Provider, as per the formula prescribed in Schedule E of this Agreement

14.2. The service delivery efficiency shall be monitored by the Authority using the M&E System which is based on assessment of Service Provider's Key Performance Indicators and Service Level Benchmarks as detailed in Schedule E of this Agreement

ARTICLE 15: SAFETY REQUIREMENTS

15.1. Safety Requirements

The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Permits and conform to Good Industry Practices for securing the safety of the Public, Employees and Equipment.

ARTICLE 16: MONITORING OF OPERATIONS AND MAINTENANCE

16.1. Monitoring and Evaluation System

The technology enabled Monitoring and Evaluation System (M&E Systems), including all its hardware and software functionalities deployed by the Authority is applicable to monitor the performance efficiency of the service provider in all the key performance indicators as given in Schedule –E of this Agreement.

16.2. Monthly Status Reports

During the Project Period, the Service Provider shall within 7 (seven) days of the close of each month, furnish to the Authority a monthly report, providing details of the works executed in the manner specified by the Authority.

ARTICLE 17: INSURANCE

17.1. Insurance during Contract Period

The Service Provider shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required or considered prudent in accordance with Good Industry Practice and the Applicable Laws.

17.2. Application of Insurance Proceeds

The proceeds from all insurance claims, except life and injury: shall apply for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project whose cost was wholly borne by the Service Provider.

ARTICLE 18: FORCE MAJEURE

18.1. Force Majeure

As used in this Agreement , the expression 'Force Majeure' or 'Force Majeure Event' shall mean occurrence in the state of Andhra Pradesh which affects the performance by the Party claiming the benefit of Force Majeure (the 'Affected Party') for its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not

have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

18.2. Force Majeure Event

It shall mean one or more of the following acts or events:

a) Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion.

b) any civil commotion, political agitation, riot, blockade; and

c) Any event or circumstances of a nature analogous to any of the foregoing.

18.3. Duty to report Force Majeure Event

Upon occurrence of a Force Majeure Event, the service provider shall report such occurrence, in writing to the Authority, detailing the affect(s) on the Service Delivery.

18.4. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

18.5. Excuse from performance of obligations

If the service provider is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event.

Provided that the service provider shall make all reasonable efforts to mitigate or limit damage to the Authority, arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

ARTICLE 19: TERMINATION

19.1 Termination for Service Provider's Default

19.1.1 Save as otherwise provided in this Agreement , in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (fifteen) days, the Service Provider shall be deemed to be in default of this Agreement (a 'Service Provider Default'), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

a) The Performance Guarantee has been encashed and appropriated by the Authority in accordance with Clause 10.2 and the Service Provider fails to replenish or provide fresh Performance Guarantee within a Cure Period of 15 (fifteen) days;

b) The Service Provider abandons or manifests intention to abandon the Project without the prior written consent of the Authority for a continuous period of 2(two) days and such default is not rectified within 2 (two) days from the receipt of notice from the Authority, or

c) The Service Provider is in breach of the O&M Requirements and Performance Benchmarks. Continuous failure to achieve overall 80% satisfaction in all the service indicators for three subsequent months as per formula conditions in Schedule - E.

d) The Service Provider has failed to fulfill any obligation, for which Termination has been specified as the only remedy available to the Authority in this Agreement ; or

e) The Service Provider commits a default in complying with any other provision of this Agreement, and if such default causes inconvenience to the public, with adverse impact on the Authority.

19.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement , upon occurrence of a Service Provider's Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 10 (Ten) days to the Service Provider to make a

representation, and may after the expiry of such 10(Ten) days, whether or not it is in receipt of such representation, issue the Termination Notice.

19.2 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

a) be deemed to have taken possession and control of the Project forthwith;

b) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering the Service Area.

ARTICLE 20: ASSIGNMENT AND CHARGES

20.1 Restrictions on assignment and charges

This Contractual Agreement shall not be assigned by the Service Provider or the Authority to any other person(s) or agency or agencies.

ARTICLE 21: LIABILITY AND INDEMNITY

21.1 General indemnity

The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority's Instrumentalities and Authority owned and/or controlled entities/enterprises, (the 'Authority Indemnified Persons') against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost or expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Service Provider to any area in the service package, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority or Authority Indemnified Persons.

21.2 Indemnity by the Service Provider

21.2.1 Without limiting the generality of Clause 21.1, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any or all loss and/or damages arising out of or with respect to:

a) failure of the Service Provider to comply with Applicable Laws and Permits;

b) payment of taxes required to be made by the Service Provider in respect of the income or other taxes; or

c) non-payment of amounts due as a result of materials or services furnished to the Service Provider which are payable by the Service Provider or any of its assignees.

21.3 No Consequential Claims

Notwithstanding anything to the contrary contained in the Article 21, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

21.4 Survival on Termination

The provisions of this Article 21 shall survive Termination.

ARTICLE 22: DISPUTE RESOLUTION

22.1 Dispute resolution

22.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the 'Dispute') shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 22.2.

22.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other, reasonable access during normal business hours to all non-privileged records, information and data pertaining to such disputes.

22.2 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Principal Secretary to Government, Municipal Administration and Urban Development (MA&UD), Government of Andhra Pradesh for amicable settlement / Conciliation. The decision of the Principal Secretary is Final and binding on both the parties

ARTICLE 23: REDRESSAL OF PUBLIC GRIEVANCES

23.1 Redressal of complaints

23.1.1 The Service Provider shall attend to Public complaints promptly and reasonable actions are to be taken for redressal of each of the complaints. It shall have to maintain a register wherein the details of all the complaints and the actions taken are entered including the time taken for closing the complaint and such other information as specified by the Authority.

23.1.2 The service provider shall comply with the processes stipulated in the mobile based technology application *'Pruaseva'* administered by the Authority while attending to the complaints and grievances of the public.

23.1.3 Within seven days of the close of each month, the Service Provider shall send the Authority details of the complaints and grievance redressal record in electronic form (at the authorized email address). Upon perusal of this record, the Authority shall in its discretion, advise the Service Provider to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

ARTICLE 24: MISCELLANEOUS

24.1 Governing law and jurisdiction

The Agreement shall be governed by the laws of India, including but not limited to the laws of Government of Andhra Pradesh and rules and regulations in force and as amended from time to time; and the Courts in the jurisdiction of Andhra Pradesh shall have exclusive jurisdiction in all matters under this Agreement.

24.2 Survival

24.2.1 Termination shall:

a) not relieve the Service Provider of any obligations hereunder which expressly or by implication survive Termination hereof; and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

24.2.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

24.3 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

24.4 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable; the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

24.5 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Service Provider and the Authority or to impose any other partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any Agreement or undertaking

for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party.

24.6 Third Parties

This Agreement is intended solely for the benefit of the Service Provider and the Authority and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

24.7 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

24.8 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

24.9 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND SIGNED, SEALED AND

DELIVERED

For and on behalf of THE AUTHORITY OF (Signature) (Name)	For and on behalf of the SERVICE PROVIDER (Signature)

(Designation)	(Name) (Designation)

In the presence of Two Witnesses:

For and on behalf of THE AUTHORITY OF 1. (Signature) (Name) (Designation) 2. (Signature) (Name) (Designation)	For and on behalf of the SERVICE PROVIDER 1. (Signature) (Name) (Designation) 2. (Signature) (Name) (Designation)

SCEHDULES

Schedule –A-1

1. **A base Map of the Urban Local Body, clearly indicating the Micro pockets and wards to be served and the designated place to which the waste should be carried for temporary storage and further processing** *(ULB to provide details of places for depositing wet organics, road and drain silt- inert materials and hazardous waste separately)*

Schedule A-2

Micro Pocket wise Indicative Work Quantities included in the Work Package *(Full List of all Micro Pocket level details for this work package to be given by the ULB in this Table)*

Work Package No. _____ (_____ no. of micro pockets)

Residential Waste Generated from the Micro pockets included in this work package (Considering 5 members per household): _____Tons per day

Total Waste Generated through Street Sweeping & Litter picking : _____Tons per day

Residential Area Details										**Main Roads and Other Public Places – for Sweeping, Litter Picking and Drains Cleaning**		
Sl. No.	Ward No	Micro Pocket No.	No .of Gates	No of Waste Generators (Households , petty shops and street vendors	Names of the locality / roads, streets, lanes and Bi- lanes	Start Point of the Micro Pocket with Landmarks	End Point of the Micro Pocket with Landmarks	Street Sweeping	Drains Cleaning	Main and Arterial Roads and other Public Places Length (in meters)	Shallow Surface Drains Length (in meters)	Road Sweeping and Drains Cleaning Schedules
								Length of the Streets, lanes and Bi lanes (in meters)	Length of the shallow surface drains (in meters)			
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**	**(10)**	**(12)**	**(13)**	**(14)**	**(15)**
1												
2												
3												
4												
5												
n												

SCHEDULE – B

SCOPE OF WORK AND CONTRACT AWARD CONDITIONS

10.4. The scope of work includes all the activities detailed below and those which may be agreed upon at the time of finalising the Service Agreement by the successful Bidder. The micro pocket areas and locations included in this work package for carrying out the below mentioned activities are as detailed in the base map and Table as Schedules A1and A2 - of this Service Agreement.

- Collection of source segregated solid waste (wet, dry and hazardous waste separately) at the gates or doors of the households, shops, street vendors in the allocated residential areas on daily basis.

- Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks, and any such public areas and structures abutting the given micro pockets on daily basis;

- Cleaning and removal of garbage, litter, silt or any blockages from the street side shallow surface drains as identified by the authority in Schedule –A2 (other than underground sewerage and storm water drains) on daily basis;

- Cleaning and removal of plant and tree trimmings, fallen leaves and any other green waste in the above said areas

- Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps and/or any other vector control activities;

- Collection of source segregated bulk waste from appointed locations of public places such as bus stations, railway stations, municipal grounds, parks and similar such public areas. The responsibility of premises sweeping, organizing separate waste collection bins and bringing the waste in a separated manner to a place of handing over to the Service Provider of this work package, lies with the owners and the management of these premises. The service provider's responsibility is limited to collection of the bulk waste from an appointed location at these premises and not undertaking internal sweeping or litter picking within these premises.

- Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, C&D materials processing facility and landfill facility on daily basis, as specified by the Authority from time-to time. All the collected waste of all types should be transferred to the designated locations, for every trip of transportation on daily basis, irrespective of the two way trip distance.

- While transferring the waste from residential area micro pockets to the secondary transportation vehicles, undertake weighment of the wet, dry and hazardous waste separately, for each micro pocket trip, by using the electronic weighing scales as specified by the Authority.

- Transfer the drain and road sweeping silt, in separate vehicles without mixing it with wet, dry or hazardous waste to the designated places as specified by the Authority from time-to time.

10.5. In order to carry out all the above activities, the Service Provider needs to fulfill the undermentioned obligations. To ensure that all the undermentioned responsibilities are fulfilled without fail and to be in contact with the Authority on regular basis, for all communications related to the project, the Service provider shall appoint a Work package Manager with suitable qualifications and experience.

Handling of Solid Waste Collection and Transportation Activities

xxxvii. Deployment of the indicated number of sanitary workers, loaders, drivers and supervisors of both categories as given in Schedule-D. Viz., a) allocated number of temporary contract workers who are presently working with the Authority; b) additional workforce.

xxxviii. Deployment of required number of supervisors in the ratio of One supervisor for a cluster of 15 micro pockets

xxxix. One manger to be employed for managing the responsibilities of the entire package activities

xl. Deployment of required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), consumables, tools and implements and conservancy materials as per the specifications given in Schedule-C of this Service Agreement.

xli. Keeping the required number of workers on reserve as badly workers and supervisors to be deployed in the instances of the absenteeism by the work force.

xlii. Keeping adequate number of reserve vehicles so that work is not hampered.

xliii. Delivering Services as follows:

a. Sanitary workers shall collect source segregated solid waste at the doors / gates of the households, shops and street vendors in the micro pocket areas, every day at specified time schedules as agreed upon with the Authority.

b. The municipal solid waste shall be collected by the sanitary workers in differently colored bins and tarpaulin bags. Wet organic waste shall be collected in the three green bins kept in the push cart / battery operated autos. The dry and recyclable waste shall be collected in the tarpaulin bags kept in the push carts / battery operated autos. The hazardous waste shall be collected in the red bin (1 no.) kept in the push cart / battery operated autos.

c. Sanitary workers are required to politely insist that the waste is given to them by the waste generators in a source separated manner. In case the waste generators resist giving the waste in segregated manner, the sanitary workers can refuse to accept the waste and immediately report to their supervisors for necessary actions.

d. After collecting all the waste in the above manner, the sanitary workers are required to move the waste filled bins and tarpaulin bags in the push carts / battery autos to the designated micro pocket transfer points.

e. The service provider shall undertake an optimal route planning for secondary collection trucks and allocate fixed time schedules and micro pocket collection points and ensure that the schedules are maintained on daily basis as planned.

f. Loaders allocated for each secondary transportation truck shall transfer the waste directly from the bins in to the truck. The wet organic waste shall be transferred into the body part of truck. The hazardous waste shall be transferred into the red bins kept in the truck in a corner. The dry recyclables should be transferred to the tarpaulin bags kept in the truck. While transfer and during the transportation it should be ensured that the three categories of waste do not get mixed up.

g. The sanitary workers and the loaders shall ensure that the waste is always collected and carried in the allocated bins and bags and transferred directly in the truck as specified above. They must adopt a principle of ***'Waste-Not-Touching-the-Ground'*** during collection and transportation.

h. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the M&E System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket. The RFID identification cards for each micro pocket shall be carried in the truck and safe keeping of these will be responsibility of the drivers. The loaders shall identify the micro pocket numbers painted on the bins and the tarpaulin bags and use the matching RFID card to tap on the weighing scale to get the RFID id number recognized by the weighing scale while uploading the weighment data to the M&E server directly by the weighing scale, without any manual intervention for weighment recording.

Handling of Sanitation Activities

xliv. Sanitation workers shall undertake the maintenance of sanitation activities in the afternoon schedules as notified by the Authority.

a. Cleaning and removal of garbage, litter, silt or any blockages from the street and road side shallow surface drains including clearing of the garbage and choking under the covers of the drains in front of houses, shops and other public places (other than underground sewerage and storm water drains) on daily basis. All the drains that are maintained by the Public Health section in the municipality, within the work package limits shall be covered by the service provider under this Service Agreement.

b. Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks

and any other open public areas and structures abutting the given micro pockets and as given in Schedule-A2 of this Service Agreement on daily basis.

c. Cleaning and removal of plant and tree trimmings, fallen leaves and any other garden waste in the residential areas from all above mentioned locations within the work package limits.

d. Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps, uprooting of weeds alongside the roads and streets and from all above mentioned locations within the work package limits.

e. Carrying out Vector control activities at the schedules and locations as specified by the Authority.

Waste Transportation

xlv. The Service Provider is obligated to:

a. Transporting all the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, landfill facility on daily basis, as specified by the Authority from time-to time.

b. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.

c. The waste carrying bins and bags should be made of HDPE material and the primary and secondary transportation vehicles should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.

d. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.

e. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle (push cart or battery auto). The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package

Workforce Management Obligations

xlvi. The service provider shall engage on its roll the categories of personnel, as indicated in Schedule-D and strictly adopt the stipulated procedures:

k. Employing the allocated number of contract workers who are presently working with the Authority and also engaging the additional workforce as given in Schedule-D.

l. Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the workers.

m. Get labor license from the Labor Department on the name of the Service Provider as per the Service Agreement.

n. Get the Service Provider registered under PF and ESI as per regular norms.

o. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the M&E system will be considered authentic for monitoring the attendance of the workforce.

p. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.

q. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.

r. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.

s. Accept and engage all the PH employees provided by the Authority without any deviation.

t. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.

xlvii. Providing to all the employees regularly engaged in the Project, as indicated in Schedule-D, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.

xlviii. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.

xlix. Providing uniforms, safety wear, etc., as given in Schedule-D. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.

l. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.

li. In addition to those employees as indicated in Schedule-D, engaging adequate number of ***reserve*** employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the ***reserve*** workers.

lii. Not employing any person below the age of eighteen years in the Project.

liii. Making the Project known, promoted, displayed and advertised in the name of _____ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.

liv. Organizing health check up every three months for all workers.

Operations and Maintenance Obligations

lv. Deploying and maintaining the required number of electronic hardware (electronic weighing machines integrated with RFID reader, Android mobile phones, Geo Tags and micro pocket RFID cards) according to the technical specifications as given in Schedule-C, and also as specified by the Authority as per the conditions of State level M&E system .

lvi. Using appropriate primary collection vehicles like push carts and autos in suitable ratios depending on dimensions of the street for easy collection and shifting of waste efficiently.

lvii. Having built in announcement (audio) system to announce about

e. The door-to-door / gate-to-gate collection system
f. Source separation of waste into dry, wet and hazardous categories
g. Handing over the waste to the public health service staff in three separate categories without mixing of the waste
h. Hazardous waste such as diapers, sanitary napkins and medical waste to be wrapped in paper or paper covers and handed over separately

lviii. Carrying appropriate bell ringing / audio system with limits of permissible decibels in the primary collection vehicles to announce the arrival of the waste collection vehicles.

lix. Taking all measures to comply with Municipal Solid Waste Rules, 2016 & National Green Tribunal Directives as amended from time to time in handling MSW during the Contract Period.

lx. Maintaining a Complaint Register for registering the grievances of the waste generators and other stakeholders and creating a common communication point- E-mail id, phone number, social media etc., to enable the public and the Authority to provide feedback, information and lodging of complaints.

lxi. Maintaining a record for the total service package, of service delivery details, incidents like service failures, breakdown of vehicles, and non-cooperation of

the public in handing over the waste in separated categories. Recording or reporting should be backed up with sufficient evidence. The recorded information shall be submitted to the Authority as a weekly report, in the specified format.

lxii. Ensuring that all the collection and transportation vehicles, tools and implements are cleaned, washed and disinfected regularly.

lxiii. Painting the vehicles in green colour with the number of the work package, and areas covered along with the name and contact numbers of the Service Provider and the Authority.

lxiv. In coordination with the Authority, ensuring that the waste generators comply with the prescribed MSW handling rules and practices.

lxv. Cooperating with the Authority to involve Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs), City Sanitation Task Force (CSTF), Local Resource Persons and other Volunteers and Service Organizations, for handling and promoting good waste management practices in the manner prescribed by the Authority.

lxvi. Providing and ensuring that all the staff deployed in the services wears the protective dress such as uniforms, gloves, shoes/boots, masks etc., including their photo identity cards while on duty, as specified by the Authority.

lxvii. Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of both employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.

lxviii. Implementing the technology based Monitoring and Evaluation (M&E) tools and all the components and systems and comply with the methods as prescribed by the Authority.

lxix. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation.

lxx. Adopting environment friendly and environment promotional methods in the work practices

lxxi. Involving the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices

lxxii. Gaining community appreciation for good sanitation and solid waste handling practices

SCHEDULE – C

Details of Vehicles and Material Requirements including M&E Hardware

Material Quantities to be deployed in the Work Package			
Sl. No.	**Items and Specifications**	**To be provided by the Authority (Only O&M Responsibilities)**	**To be procured by the Service provider (Capital Purchase and O&M Responsibilities)**
Waste Collection and Transportation Items (Set for all the three years)			
01	**Push Cart:** Overall size 1.2 x 0.90 x 0.85mtrs. (for carrying 4 Nos. 60 Ltrs. Bins type). Box Frame; Iron Box Frame Size: 90 Cms. x 40 Cms. x 40 Cms. for bins placement and providing 20 gauge G.I. sheet bottom three sides and providing front door with lock system. Bottom supporting angulars: 25mm x 25mm x		

	3mm and supporting flats 20mm x 3mm Protection of bins using heavy duty fiber wheels Front: 2 Wheels Heavy Duty Rubber wheels of size 30cms x 7.5cms dia with bearings. Rear: Rotation wheels 2 Nos. rotation wheels with brackets of size 25 cms x 5 cms. with bearings Axle: 25mm dia rod; Having round pipe handle including cost of material, labour, transport, painting, with one coat red oxide, and two coats enamel paint, lettering / stickering, numbering and all taxes etc. complete as per sample available in P.H. Section. The weight of the Push Cart is 45 Kgs. as per specification and delivery at ULB +5% tolerances will be allowed as directed by the departmental officers.		
02	**Secondary Transportation Vehicle:** Tractor Trucks Manufactured in 2011 onwards along with Hydraulic trailer of minimum 3 tonne capacity including fuel crew and maintenance charges and consumables extra complete for conveying the solid waste daily from Micro pocket to the designated place/ specified place by the ULB.		
03	**60 Ltrs. Bins (HDPE) :** Unbreakable/break resistant Plastic Bins 60 Ltrs capacity with Lid (Top Outer Dia 47cm inner dia 42cm bottom outer dia ; 30 cm. outer height 53cm weight of the bin 2.5 kgs. to 2.8 kgs. of Varsa Brand / Neelkamal / Sintex / Aristo etc. or equivalent Standard Make / ISI /including cost of material, labour, transport charges, lettering and numbering etc.,complete as per sample available in P.H. Section as per standard.		
04	**Tarpaulin Bags:** 85 X 56 cms outer- Tarpaulin Fabric with 50 Microns, The bag shall be double stitched,		

	Electronic Hardware for Monitoring and Evaluation (M&E) Tool (Set for all the three years)	
01	**Android Mobile Phone :** (For GPS based Vehicle Tracking, Weighment information uploading and worker attendance monitoring); Screen Size: 4.5' - 5.5'(minimum); Ram: 2 GB Min; Card Slot: Required; Battery: 2500+ MAH; 4G supported; Camera:8 mp ;(Required Software Application will be separately installed by M&E Solution Provider) One Phone for each Secondary Transportation Vehicle and the Supervisor	An estimated cost value for these items is budgeted in the Project Cost Value. As the Service provider is not required to purchase these items, the amounts allocated for these items will be deducted from the monthly payments of the Service Provider. The required M&E devices to be deployed in the operations by the Service provider will be provided by the M&E Hardware Provider as notified by the Government.
02	**Weighing Machines:** For Weighing the quantities of Wet, Dry and Hazardous waste at each Micro pocket and Trip. Integrated with electronic display for indicating the different types of waste and RFID reader to recognize the RFID chip with micro pocket ID (One for Each Tractor)Maximum capacity 100kg, accuracy(error) 20gm; Class-III, BIS & ISO certified weighing scale; Platter size 400mmx400mm ; The scale should be equipped with automatic wireless data transfer system	
03	**Geo Tags :** For Monitoring the Staff movement in the allotted work areas (One for each Worker - with the specifications- Screen - OLED display ; GPS - (-159DB); LBS - L1, 1575.42MHZ C/A code; GPRS - 850/900/1800/1900; - Mirco SIM standard; Battery - Lithium battery 400mAH; Standby time - About 70 hours; Calling from the device to central Office; Emergency call button/ SOS; G-Censor - in three axis; Remote monitoring; GPS+LBS+WiFi positioning; One-key first-aid; One-Key Emergency call button; Safety fence; Low battery alarm	
04	**RFID Chip** integrated with Micro pocket ID card (one for each Micro pocket)	

	Tools and Implements (Set for one year)	To be procured by the Service provider (Capital Purchase and O&M Responsibilities)
01	**Tubs (*Gamelalu*) :** Made with 14-18 gauge G.I. sheet of 12''-15"Dia. with SSI unit Certificate	
02	**Hand Spades:** 'Spades with Handles (Chetiparalu)' made with 16 Guage G.I. sheet of 12'' x8' size	

03	**Drain cleaning spades (small):** 20 x 10 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
04	**Drain cleaning spades (big):** 23 x 13 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3 mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
05	**Four teeth long Handle Forks (Dantenalu):** Made of 14 mm MS rod length 26 cm bend to form as form (hook) of size 16 cm length bend portion and 2 extra 16 cm size hooks firmly welded with ring around the rod to make as 4 forks and further having 3 mm thick and 25 mm dia and length of 4 cm MS pipe properly fixed welded and fixed with about 150 to 155 cm size strong solid straight Bamboo sticks fixed firmly with nails. Tolerance 5% allowed	
06	**Iron scrapers:** Made of 18 gauge new iron sheet with 15 cm width and 23 cm length and 20 mm folded at one side. Tolerance 5% allowed	
07	**Sickle (Kodavali) For cutting grass and shrubs:** Shall be in the appropriate set of sharpened wood and sheet-steel fists	
08	**Iron Crow bar:** Iron crow bar of size 25 mm dia steel bar and 160 cm with one side sharp edge. Tolerance 5% allowed	
09	**Heavy Knives:** In good quality of Kattulu (Kaman Kattulu) weight 700gms with handle	
10	**KNAP SACK Sprayer:** MS 37 Shoulder mounted engine, Discharge- 0.5 to 20 LPM, Tank capacity of 15 lts, Cylinder type High density polyethylene. ISI Brand	
11	**Broom Sticks:** Malabar type of Dark strands which should be more than 3 feet and stuck without leaves.	
12	**Disinfectant Spraying to be used per Micro Pocket:** Dry lime, smooth and white lime powder , Bleaching: 33 1/3% Chlorine, ISI Mark – 1065' - 30KG / Month per Micro pocket	
13	**Vector Control to be used per Micro Pocket:** Temphos (Abate) - EC50 with BIS standards – 0.5 ltrs / Month per Micro pocket	
14	**Vector Control (Anti-larvae oil) to be used per Micro Pocket:** King fog Oil/ Del fog - Deltramithrin 1.25% ULV with BIS standards, Malarial Oil with BIS standards - 10.0 ltrs / Month per Micro pocket	

SCHEDULE – D
Details of Workforce Requirements

Workforce Quantities to be deployed in the Work Package					
Work package no._____ **No of micro pockets included in the work package _____**					
Sl. No.	**Worker Category**	**No. Allocated by the Authority**	**Monthly Wages in Rs.**	**ESI Contribution (in %)**	**PF Contribution (in %)**
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				
		Additional no. of employees to be engaged by the Service Provider	**Monthly Wages in Rs.**	**ESI Contribution (in %)**	**PF Contribution (in %)**
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				
Personal Protective Wear for all Employees – (Set for one year)					

01	**One(1) ID Card** (1 per person) Aadhaar linked photo ID card
02	**Two(2) Caps** (2 per person)
03	**Twelve(12) pairs of Gloves:** Industrial wearing rubber coated hand gloves of standard make and as approved by the department suitable for staff in Garbage Collection and Sanitation
04	**Twelve(12) Nose Masks:** Dust respirator protection mouth mask of ISI mark suitable for sanitation staff in collection of garbage'
05	**Two (2) Radium Jackets:** (2 per person)Safety Jackets having with highly reflective straps on either sides which makes it visible from far distance even in darkness or misty condition. These are highly used in construction site. The jacket shall be made as perspecifications. (universal size); **Fabric:** thick, plain, polyester; **Type:** High Glass white with tape 2 inches or high glass light yellow tape;**Style :** one side opening ; **Color :** Green / Orange; **Side free opening** for air flow
06	**one(1) Rain Coat :** The full-dress of the company make- Duck back Water proof Rain coats
07	**One(1) Gum Gloves -**Are of good quality and durability
08	**One(1) Gum Boots -** Are of good quality and durability
09	**Detergent Soaps, =** 500 grams ((12 per person) / per year
10	**Coconut oil (12) =** 250 ml (12 per person) / per year

Schedule –E Key Performance Indicators and Penalties for Service Failures				
Key Performance Indicators	**Field Evidence**	**Service Level Benchmark**	**Weightage**	**Formula for Levying Damages and Contract Termination**
Coverage	100% collection coverage daily is the key to prevent indiscriminate littering & disposal - Providing collection service at least 6 out of	100%	20%	• Daily Performance will be recorded and service failure (deviation from the benchmark levels) will be calculated on monthly basis • Formula for levying monthly penalties from the payment of monthly contractor premium • **Penalty to be levied**= (Monthly Contractor Premium X Weightage of the Indicator) X % of Service Failure **Illustration for Failure in Coverage Indicator** (Rs. 2,00,000 X 20%) X 10% = Rs. 4,000 • **Termination Condition:**Continuous failure to achieve 80% satisfaction in all the indicators, subsequently for three months will result in termination of contract with a notice period of 15 days.
Segregated Collection -Weighment at Micro Pocket Transfer Point and at the	Collection of the dry and wet waste in the quantities within the range as per specified by the ULB (to ensure that the coverage targets are achieved fully)	80% (75% Wet 20% Dry and 5%	20%	
Dust free and litter free roads, Free flow drains without chocking	Sweeping for removal of dust creates clean and aesthetic look to the ULB and is a top priority Manual Collection of Litter at regular intervals and sweeping of pavements, Road	80%	10%	
Citizen Complaints & Resolution	Complaint and redressal reports	90 %	10%	
Payment of Salary, PF, ESI, Protective Wears and One day Weekly	Payment receipts	100%	20%	
Worker and Supervisor Absenteeism	100% attendance of allotted manpower is a priority as there is provision for reserve PHWs	100%	10%	
Social Audit / IVRS Satisfaction Levels	Audit Reports, IVRS reports	90%	10%	

Schedule F

PERFORMANCE GUARANTEE

(To be submitted on Non-Judicial stamp paper of Rs. 100)

To:
The Commissioner,
_____ Municipal Corporation/Municipality,
_____.

WHEREAS ----(Name and address of Service Provider), hereinafter referred to as 'the SERVICE PROVIDER', has undertaken to handle residential area solid waste management and sanitation activities in accordance with the provisions of the Service Agreement, including all works, services and equipment relating to or in respect of the Scope of Work as defined therein in the Service Agreement dated _____ with _____ Municipal Corporation/Municipality (hereinafter referred to as 'the AGREEMENT ')

AND WHEREAS in terms of the Conditions as stipulated in the Agreement, the SERVICE PROVIDER is required to furnish, a Bank Guarantee issued by a Scheduled Bank in India, in your favor, as per Article10.1 of the AGREEMENT, to secure due and satisfactory compliance of the obligations by the SERVICE PROVIDER on their part, in accordance with the AGREEMENT, (which guarantee is hereinafter called as 'the PERFORMANCE GUARANTEE)'

AND WHEREAS the SERVICE PROVIDER has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE, AND WHEREAS in consideration of the fact that the SERVICE PROVIDER is our valued customer and the fact that he has entered into the AGREEMENT with you, WE_____*(Name of the Bank)* having our Registered Office at, _____and Branch office at _____,India have agreed to issue the PERFORMANCE GUARANTEE. Therefore, WE _____*(Name of the issuing Bank)* through our Branch at _____ India furnish you the PERFORMANCE GUARANTEE in the manner hereinafter contained and agree with you as follows:

WE_____ (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the SERVICE PROVIDER of any of the terms and conditions contained in the Agreement and in the event of the SERVICE PROVIDER's default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the AGREEMENT or otherwise in the observance and performance of any of the

terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs._____ (Rupees_____), or may be claimed by you on account of breach on the part of the SERVICE PROVIDER of their obligations in terms of the AGREEMENT.

Notwithstanding anything to the contrary, we agree that your decision as to whether the SERVICE PROVIDER has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the SERVICE PROVIDER after expiry of the relative Contract Period of the Agreement and after the SERVICE PROVIDER had discharged all his obligations under the Agreement and submitted a 'No Due Certificate' provided always that the guarantee shall in no event remain in force after the day of_____, without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the SERVICE PROVIDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Agreement or extend the time of performance of the Agreement or to postpone any time or from time to time any of your rights or powers against the SERVICE PROVIDER and either to enforce or forbear to enforce any of the terms and conditions of the Agreement and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the SERVICE PROVIDER or any other forbearance, act, or omission on your part of or any indulgence by you to the SERVICE PROVIDER or by any variation or modification of the Agreement or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will increase our liability hereunder beyond the limit of Rs._____ (Rupees_____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the SERVICE PROVIDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the SERVICE PROVIDER.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the SERVICE PROVIDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee. Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the SERVICE PROVIDER from time to time arising out of or in relation to the Agreement and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the SERVICE PROVIDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the SERVICE PROVIDER.
Notwithstanding anything contained herein:

i. Our liability under this guarantee shall not exceed Rs._____ (Rupees _____only);

ii. This guarantee shall be valid up to _____; and *(mention period of the guarantee)*

iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at _____ *(place)* on or before _____*(mention the claim period)*.

We have the power to issue Performance Guarantee in your favor by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2017

For and on behalf of

_____
SIGNATURE, SCHEDULED BANK BRANCH MANAGER

SEAL, ADDRESS & PLACE

ANNEXURE-VI

_____ Municipal Corporation / Municipality

NOTICE INVITING TENDER

FOR

COMBINED RESIDENTIAL CUM COMMERCIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION, DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR A PERIOD OF 3 YEARS ON "BUY/HIRE, OWN & OPERATE" (BOO) BASIS

Combined Residential cum Commercial Area Work Package No:

Issued by:
Commissioner,
_____Municipal Corporation / Municipality

Letter of Invitation

Dated: --/--/----

Sub: COMBINED RESIDENTIAL CUM COMMERCIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION & DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR THE WORK PACKAGE No. _____ FOR A PERIOD OF 3 YEARS ON "BUY/HIRE, OWN & OPERATE" (BOO) BASIS

Dear Sir/ Madam,

_____Municipal Corporation / Municipality (Authority) intends to outsource the handling of maintenance of sanitation and solid waste management activities in the allocated areas in the municipality / municipal corporation as specified in this work package No._____ as detailed in this document, for a period of 3 (three) years on "Buy/Hire, Own &Operate" (BOO) basis.

The Bidder has to quote a lump sum price for the total project for 3 years. The responsibilities include solid waste collection, litter picking, street sweeping, drains cleaning, disinfection,

vector control and transportation of the collected waste to the designated places as per the conditions of this Tender.

The Successful Bidder will be determined by way of a "Single stage two parts" Bidding process. In the first part of the stage, the Bidder would be required to meet the minimum threshold technical qualifications and qualify for undertaking the Project as set out in this Tender document. In the second part of the stage, the Financial Bids of only those Bidders who have obtained minimum technical score and meet other terms & conditions as specified in this Tender document would be opened and evaluated. The final selection will be based on Combined Quality cum Cost Based Selection (QCBS) method. The weightage given to technical and financial evaluations is in the ratio of 70:30, respectively.

You are requested to participate in the Bid and submit your proposal (the "Bid") for the aforesaid project in accordance with the Tender.

Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you
Yours Truly,

Commissioner,
_____Municipal Corporation / Municipality
Authority

Disclaimer

The Bidder is required to consider only those terms and conditions provided in this Tender document (Tender) and subsequent Corrigendums if any, issued in the e-Tender portal - https://Tender.apeprocurement.gov.in/.

This Tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Tender. This Tender includes statements which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document.

Information provided in this Tender document is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Bid.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements of information contained in this Tender.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender, communicated in the form of a Corrigendum.

The issue of this Tender does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of the Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to the Bid. All such costs and expenses shall be borne by the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

11. INVITATION FOR BID SUBMISSION

Tender Notification No: Date:

Municipal Solid Waste (MSW) is the trash or garbage that is discarded daily in a human settlement. According to Government of India's Solid Waste Management (SWM) Rules 2016, MSW includes commercial and residential waste generated in municipal or notified areas in either solid or semi-solid form excluding industrial, hazardous, bio-medical and e-waste. Municipal Solid Waste Management (MSWM) is a mandated service provided by the Urban Local Bodies (ULB). Efficient management of municipal solid waste results in maintaining hygienic conditions leading to better health conditions, better living environment, improved economic prosperity in the area, aesthetically cleaner surroundings, cleaner water sources and safe neighborhoods. In addition, the Government of India's SWM Rules 2016 and National Green Tribunal (NGT) directives aim at creating overall positive impact on the living environment by mitigating pollution and environmental hazards.

The Government of Andhra Pradesh has a vision of transforming Cities and Towns in Andhra Pradesh into neat, clean and litter free areas for best-in-class livability, health standards, environment and tourism and investment attractiveness. In order to realize this vision, the Department of Municipal Administration and Urban Development (MA&UD) has developed a statewide plan in the form of a Government Order GO MS. No. 279 dated 31.12.2015. The major objective of this plan is to provide 100 % service coverage of sanitation and solid waste management services to all the residential and commercial areas, main roads and public movement areas such as railway stations, bus stations and other places of public gathering. In all the ULB areas, the solid waste generated in the major market, commercial and institutional areas will be collected and transported and further processed in separate streams of dry, wet and hazardous as an independent bundled work package.

For providing focused services to the residential areas, election wards are demarcated into smaller units of micro pockets consisting of, on an average, 350 waste generating units (households, petty shops and street vendors), spread out in the streets in the residential localities. In each of these micro pockets, all the sanitation and solid waste handling activities have to be carried out in an integrated manner as a total service activity. Based on the size and type of the ULB, varying numbers of micro pockets (activities) are bundled into Work Packages.

In addition to providing proper sanitation and solid waste handling services to different population segments and territorial zones in the urban areas, these service delivery plans are mainly intended to promote clean and green surroundings with wider social involvement. With this objective, the Government of Andhra Pradesh, as a policy initiative is interested in involving socially inclined private service providers to undertake long term (3 years) contracted service packages on "Buy/Hire, Own and Operate" (BOO) basis.

Detailed description of the objectives, scope of the work and other requirements relating to this Tender are given in this Tender document. The conditions of service are detailed in the draft Service Agreement issued along with this Tender document. The documents for technical response (Forms T1 to T9) and financial response (Form F1) are also issued along with this Tender document. While responding to this Tender, the bidders are required to read together all these documents and should consider these documents as one inclusive packet of this Tender. Responses to this Tender call will be deemed that the bidder has understood and agreeing to comply with the requirements and terms and conditions of this tender offer detailed in these four documents.

11.1. Project Objectives

- To create an efficient system for collection, transportation and temporary storage for municipal solid waste that is separated at source - households, petty shops and street vendors, into Wet (organic) Dry (recyclable) and Hazardous categories
- To handle the municipal solid waste in a stream separated manner (wet, dry and hazardous) at all stages of collection, transportation and temporary storage.
- To provide 100 % service coverage of sanitation and solid waste handling to all the households, petty shops, street vendors, commercial and public places in the urban areas.
- To create neat, clean and healthy environment in a consistent manner in the urban areas.

11.2. Invitation from _____ Municipal Corporation / Municipality

In the background as detailed above, _____ Municipal Corporation / Municipality (Authority) intends to engage specialized and experienced service providers (the 'Service Provider') for handling the Residential Area Sanitation and Solid Waste Management including solid waste collection, litter picking, street sweeping, drains cleaning, disinfection, vector control and transportation (the 'Project'). This Work Package is intended to be outsourced on Buy/Hire, Own and Operate" (BOO) basis. The area wise details are given in Table-7 of this Tender document (Micro Pocket wise indicative work quantities included in the Work Package). Also, a ULB base map indicating the corresponding zones / locations for collection of residential waste and transportation of the same to the designated locations are provided in the same Table. Draft Service Agreement is also given along with this Tender document.

12. SCHDULE OF BIDDING PROCESS

Bidders are invited to submit their Bids before the time and date through the e-procurement portal https://Tender.apeprocurement.gov.in/. The Bids submitted after this time and date will **not** be considered under any circumstances, unless notified by the Authority with full information of the altered date and time, as a Corrigendum in the e-procurement portal.

Table-1: Bid Schedule Details

Sl. No.	Event Description	Particulars
1	Tender document download start date and time	Date Time
2	Tender document download end date and time	Date Time
3	Bid submission closing (Bid Due) date and time	Date Time
4	Name, Address, contact numbers, e-mail id of the authorised official for clarifications	
5	Last Date for submission of queries for Pre-Bid meeting	Date Time
6	Date of Pre-Bid Meeting	Date Time
7	Place of Pre-Bid meeting	
8	Date & Time for opening of Technical Bid (Qualification Criteria)	Date Time

9	Date & Time of opening of Financial Bid	After evaluation of technical Bid, will be intimated to the qualified Bidders.
10	Tender Transaction Fee (payable to AP Technology Services; Non-Refundable)	Rs. _____ (Rupees _____ only) being 0.345% of the Estimated Cost Value of the project subject to a maximum of Rs. 28,750/- The mode of payment is as indicated in the e-procurement portal.
11	Tender Processing Fee (Non- Refundable)	Rs.25,000/- (Rupees twenty five thousand only) in the form of a crossed demand draft (DD) drawn in favour of _____Municipal Corporation / Municipality payable at_____ drawn on any scheduled bank in India. A Legible scan copy of DD to be uploaded in the e-procurement portal. The original DD shall be submitted to the Authority on or before the date of Technical Evaluation by the Regional Bid Selection Committee.
12	Earnest Money Deposit	The Bidder has to deposit **2.5% of the Final Contract Value of the Project for the three years as the EMD (A).** Of this, 1% (one percent) of the **Estimated Total Cost Value of the Project for three years (B) which is Rs. _____ (_____Rupees_____)** has to be deposited through Net-banking / RTGS / NEFT from the Bidder's registered bank account only in favour of the entity as indicated in the e-procurement portal. (will be refunded to the unsuccessful Bidders after the completion of Bid Selection Process) The Successful Bidder shall deposit the remaining EMD balance (A minus B) at the time of concluding the Service Agreement, in the form of a Bank Guarantee.
13	Performance Guarantee	The Successful Bidder needs to execute a

		Performance Guarantee to the value of 5% of the Annual Contract Value of the Project in the form of an irrevocable Bank Guarantee.

13. SCOPE OF WORK AND CONTRACT AWARD CONDITIONS

13.1. The scope of work includes all the activities detailed below and those which may be agreed upon at the time of finalising the Service Agreement by the successful Bidder. The micro pocket areas and locations included in this work package for carrying out the below mentioned activities are as detailed in the base map and Table-7 of this Tender document.

- Collection of source segregated solid waste (wet, dry and hazardous waste separately) at the gates or doors of the households, petty shops and street vendors and from the bulk waste generators in the commercial and institutional areas on daily basis.

- Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks, and any such public areas and structures abutting the given micro pockets on daily basis;

- Cleaning and removal of garbage, litter, silt or any blockages from the street side shallow surface drains as identified by the Authority in Table-7 (other than underground sewerage and storm water drains) on daily basis;

- Cleaning and removal of plant and tree trimmings, fallen leaves and any other green waste in the above said areas

- Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps and/or any other vector control activities;

- Collection of Construction & Demolition (C&D) debris, silt, inert, loose stones, and such other material from the residential and commercial areas at their source points as and when the Authority directs to do so with prior intimation of ___ days' notice. This waste shall be transported and deposited at the designated places as intimated by the Authority from time-to-time
- Collection of source segregated bulk waste from appointed locations of public places such as bus stations, railway stations, municipal grounds, parks and similar such public areas. The responsibility of premises sweeping, organizing separate waste collection bins and bringing the waste in a separated manner to a place of handing over to the Service Provider of this work package, lies with the owners and the management of these premises. The service provider's responsibility is

limited to collection of the bulk waste from an appointed location at these premises and not undertaking internal sweeping or litter picking within these premises.

- Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard and landfill facility on daily basis, as specified by the Authority from time-to time. All the collected waste of all types should be transferred to the designated locations, on daily basis, irrespective of the two way transportation trip distance.
- While transferring the waste from residential area micro pockets to the secondary transportation vehicles, undertake weighment of the wet, dry and hazardous waste separately, for each micro pocket trip, by using the electronic weighing scales as specified by the Authority.

- Transfer the drain and road sweeping silt, in separate vehicles without mixing it with wet, dry or hazardous waste to the designated places as specified by the Authority from time-to time.

13.2. In order to carry out all the above activities, the Service Provider needs to fulfill the undermentioned obligations. To ensure that all the undermentioned responsibilities are fulfilled without fail and to be in contact with the Authority on regular basis, for all communications related to the project, the Service provider shall appoint a Work package Manager with suitable qualifications and experience.

Handling of Solid Waste Collection and Transportation Activities

lxxiii. Deployment of the indicated number of sanitary workers, loaders, drivers and supervisors of both categories as given in Table-5. Viz., a) allocated number of temporary contract workers who are presently working with the Authority; b) additional workforce.

lxxiv. Deployment of required number of supervisors in the ratio of One supervisor for a cluster of 15 micro pockets

lxxv. One manger to be employed for managing the responsibilities of the entire package activities

lxxvi. Deployment of required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), consumables, tools and implements and conservancy materials as per the specifications given in Table-4 of this Tender.

lxxvii. Keeping the required number of workers on reserve as badly workers and supervisors to be deployed in the instances of the absenteeism by the work force.

lxxviii. Keeping adequate number of reserve vehicles so that work is not hampered.

lxxix. Delivering Services as follows:

a. Sanitary workers shall collect source segregated solid waste at the doors / gates of the households, shops and street vendors in the micro pocket areas and the commercial area shops and establishments, every day at specified time schedules as agreed upon with the Authority..

b. The municipal solid waste shall be collected by the sanitary workers in differently colored bins and tarpaulin bags. Wet organic waste shall be collected in the three green bins kept in the push cart / battery operated autos. The dry and recyclable waste shall be collected in the tarpaulin bags kept in the push carts / battery operated autos. The hazardous waste shall be collected in the red bin (1 no.) kept in the push cart / battery operated autos.

c. Sanitary workers are required to politely insist that the waste is given to them by the waste generators in a source separated manner. In case the waste generators resist giving the waste in segregated manner, the sanitary workers can refuse to accept the waste and immediately report to their supervisors for necessary actions.

d. After collecting all the waste in the above manner, the sanitary workers are required to move the waste filled bins and tarpaulin bags in the push carts / battery autos to the designated micro pocket transfer points.

e. The service provider shall undertake an optimal route planning for secondary collection trucks and allocate fixed time schedules and micro pocket collection points and ensure that the schedules are maintained on daily basis as planned.

f. Loaders allocated for each secondary transportation truck shall transfer the waste directly from the bins in to the truck. The wet organic waste shall be transferred into the body part of truck. The hazardous waste shall be transferred into the red bins kept in the truck in a corner. The dry recyclables should be transferred to the tarpaulin bags kept in the truck. While transfer and during the transportation it should be ensured that the three categories of waste do not get mixed up.

g. The sanitary workers and the loaders shall ensure that the waste is always collected and carried in the allocated bins and bags and transferred directly in the truck as specified above. They must adopt a principle of ***'Waste-Not-Touching-the-Ground'*** during collection and transportation.

h. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall

be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the M&E System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket. The RFID identification cards for each micro pocket shall be carried in the truck and safe keeping of these will be responsibility of the drivers. The loaders shall identify the micro pocket numbers painted on the bins and the tarpaulin bags and use the matching RFID card to tap on the weighing scale to get the RFID id number recognized by the weighing scale while uploading the weighment data to the M&E server directly by the weighing scale, without any manual intervention for weighment recording.

Handling of Sanitation Activities

lxxx. Sanitation workers shall undertake the maintenance of sanitation activities in the afternoon schedules as notified by the Authority.

a. Cleaning and removal of garbage, litter, silt or any blockages from the street and road side shallow surface drains including clearing of the garbage and choking under the covers of the drains in front of houses, shops and other public places (other than underground sewerage and storm water drains) on daily basis. All the drains that are maintained by the Public Health section in the municipality, within the work package limits shall be covered by the service provider under this tender.

b. Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks and any other open public areas and structures abutting the given micro pockets and as given in Table -7 of this Tender on daily basis.

c. Cleaning and removal of plant and tree trimmings, fallen leaves and any other garden waste in the residential areas from all above mentioned locations within the work package limits.

d. Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps, uprooting of weeds alongside the roads and streets and from all above mentioned locations within the work package limits.

e. Carrying out Vector control activities at the schedules and locations as specified by the Authority.

Waste Transportation

lxxxi. The Service Provider is obligated to:

a. Transporting all the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, landfill facility on daily basis, as specified by the Authority from time-to time.

b. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.

c. The waste carrying bins and bags should be made of HDPE material and the primary and secondary transportation vehicles should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.

d. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.

e. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle (push cart or battery auto) . The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package

Workforce Management Obligations

lxxxii. The service provider shall engage on its roll the categories of personnel, as indicated in Table 5 and strictly adopt the stipulated procedures:

u. Employing the allocated number of contract workers who are presently working with the Authority and also engaging the additional workforce as given in Table-5.

v. Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the workers.

w. Get labor license from the Labor Department on the name of the Service Provider as per the Service Agreement.

x. Get the Service Provider registered under PF and ESI as per regular norms.

y. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the M&E system will be considered authentic for monitoring the attendance of the workforce.

z. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.

aa. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.

bb. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.

cc. Accept and engage all the PH employees provided by the Authority without any deviation.

dd. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.

lxxxiii. Providing to all the employees regularly engaged in the Project, as indicated in Table-5, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.

lxxxiv. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.

lxxxv. Providing uniforms, safety wear, etc., as given in Table -6. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.

lxxxvi. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.

lxxxvii. In addition to those employees as indicated in Table-5, engaging adequate number of ***reserve*** employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the ***reserve*** workers.

lxxxviii. Not employing any person below the age of eighteen years in the Project.

lxxxix. Making the Project known, promoted, displayed and advertised in the name of _____ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.

xc. Organizing health check up every three months for all workers.

Operations and Maintenance Obligations

xci. Deploying and maintaining the required number of electronic hardware (electronic weighing machines integrated with RFID reader, Android mobile phones, Geo Tags and micro pocket RFID cards) according to the technical specifications as given in Table-4.

xcii. Using appropriate primary collection vehicles like push carts and autos in suitable ratios depending on dimensions of the street for easy collection and shifting of waste efficiently.

xciii. Having built in announcement (audio) system to announce about

i. The door-to-door / gate-to-gate collection system
j. Source separation of waste into dry, wet and hazardous categories
k. Handing over the waste to the public health service staff in three separate categories without mixing of the waste
l. Hazardous waste such as diapers, sanitary napkins and medical waste to be wrapped in paper or paper covers and handed over separately

xciv. Carrying appropriate bell ringing / audio system with limits of permissible decibels in the primary collection vehicles to announce the arrival of the waste collection vehicles.

xcv. Taking all measures to comply with Solid Waste Management Rules, 2016& National Green Tribunal Directives as amended from time to time in handling MSW during the Contract Period.

xcvi. Maintaining a Complaint Register for registering the grievances of the waste generators and other stakeholders and creating a common communication point- E-mail id, phone number, social media etc., to enable the public and the Authority to provide feedback, information and lodging of complaints.

xcvii. Maintaining a record for the total service package, of service delivery details, incidents like service failures, breakdown of vehicles, and non-cooperation of the public in handing over the waste in separated categories. Recording or reporting should be backed up with sufficient evidence. The recorded information shall be submitted to the Authority as a weekly report, in the specified format.

xcviii. Ensuring that all the collection and transportation vehicles, tools and implements are cleaned, washed and disinfected regularly.

xcix. Painting the vehicles in green colour with the number of the work package, and areas covered along with the name and contact numbers of the Service Provider and the Authority.

c. In coordination with the Authority, ensuring that the waste generators comply with the prescribed MSW handling rules and practices.

ci. Cooperating with the Authority to involve Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs), City Sanitation Task Force (CSTF), Local Resource Persons and other Volunteers and Service Organizations, for handling and promoting good waste management practices in the manner prescribed by the Authority.

cii. Providing and ensuring that all the staff deployed in the services wears the protective dress such as uniforms, gloves, shoes/boots, masks etc., including their photo identity cards while on duty, as specified by the Authority.

ciii. Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of both employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.

civ. Implementing the technology based Monitoring and Evaluation (M&E) tools and all the components and systems and comply with the methods as prescribed by the Authority.

cv. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation.

cvi. Adopting environment friendly and environment promotional methods in the work practices

cvii. Involving the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices

cviii. Gaining community appreciation for good sanitation and solid waste handling practices

13.3. **Date of Work Commencement:** The Service Provider shall have to commence the work within 30 days from signing of the Service Agreement.

13.4. **Bid Criteria:** The Bid selection will be on the basis of combined Quality cum Cost Based Selection (QCBS) method. The weightage given to technical and financial scores are in the ratio of 70:30 respectively. **The Bidders have to submit their financial quote as lump sum amount for the total project for three years in INR ('The Price')** to carry out all the activities as detailed in the Tender. The Price should be inclusive of all applicable taxes.

13.5. **Service Agreement:** The Authority will enter into an all-inclusive Service Agreement with the Successful Bidder.

13.6. Payment for the Service:

i. As this is a lump-sum contract for all the activities (machinery, operations & maintenance, fuel charges, workforce and conservancy materials etc.,) the Bidder is expected to quote one single price, as the Bid Price for all the activities including the contractor premium / margin, for the total project period of three years.

ii. The Authority will pay the agreed upon Bid price in 36 equal monthly installments. The monthly installments will be paid after deducting the applicable penalties for non-achievement of service level performance indicators (KPIs) as per the formula given in Table-8.

iii. The Government is developing a centralized statewide hardware and software infrastructure for Monitoring and Evaluation (M&E) of the service delivery efficiency of several municipal services. The M&E system includes application of technologies such as Internet of Things (IoT) and Information and

Communication (ICT). Using the same technologies, the M&E system will also assess the service delivery efficiencies of the Service provider, as per the KPI formula given in Table-8.

iv. The devices such as Android Mobile, Weighing Machines, Geo Tags, and RFID integrated Micro pocket ID card will form part of this M&E system. The cost towards these devices is however factored in the estimated cost value of the Project. The cost includes onetime capital cost and monthly maintenance cost. As the M&E System is centrally developed, the devices to be used by the service provider will be provided by the Authority and the Service provider need not procure these items independently. Therefore, the budgetary cost provided for the items of Android mobile phone, weighing machines, geo-tags and RFID cards in the estimated cost value of the project will be deducted from the monthly payments to the Service Provider on equated monthly installment basis.

13.7. **Consideration for Quality Service:** In principle, all the collected municipal belongs to the Authority. However, as a special consideration for providing quality services, the contracted Service Provider is permitted to take away all the dry waste, collected in the contracted package areas free of cost. However, this can be done only after proper weighment at the micro pocket level while transferring the waste into the secondary transportation vehicles. The Service Provider is required to make suitable arrangements to recycle the dry waste using systematic methods. The dry waste should not indiscriminately dumped anywhere either inside or outside the boundaries of the ULB. The Service Provider is further required to submit monthly reports to the Authority on how the dry waste is finally disposed for recycling with suitable contractual / sales information.

13.8. **Financing of the costs incurred towards service delivery:** The Service Provider shall bear all the costs and expenses arising from capital investments, operations and maintenance expenses including M&E System expenses (Clause 3.6 iii, iv) for the entire contract duration. The Authority shall not bear / make any more additional payments other than the contractual amount agreed upon in the Service Agreement.

13.9. **Contract Duration:** The Successful Bidder will be offered the Work Package for 3 (three) years. The Authority may renew the contract at its own discretion for an additional period of 2 (two) years. The two year renewal is subject to the condition that the contracted Service Provider adopts the following good operational practices.

vi. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation
vii. Adopting environment friendly and promotional methods in the work
viii. Adopting good worker welfare measures
ix. Involving and educating the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices
x. Gaining community appreciation for good sanitation and solid waste handling practices

14. ELIGIBLE SERVICE PROVIDERS

14.1. Non-Profit organizations, registered under section 25 of the Companies Act, 1956.

14.2. Companies registered under Companies Act 1956 - Private and Public Limited Companies.

14.3. Registered Entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations, with considerable hands-on field experience of handling waste management, sanitation, disinfection and vector control activities in municipal bodies, industrial townships, large gated communities, private / public organizations, hospitals, hospitality industry units and large public utilities like highways, bus and train terminals and airports etc.,

14.4. The above entities can also form Joint Venture (JV) and Consortium arrangements among themselves. These JV / Consortium partners are required to have proven track record of having executed waste management contracts as whole and entire deliverable including deployment of vehicles, machinery, materials, engagement of workforce and operations and maintenance of the entire service package.

14.5. It will be an added advantage and additional qualification, if these entities individually or as JV / Consortium partners were / are currently engaged in undertaking Corporate Social Responsibility (CSR) activities, through their own contributions or sponsored by large Corporates and Public Sector Undertakings and large national and international NGOs and organizations in waste management, public sanitation, and environmental promotion / safeguard initiatives.

14.6. An entity (as referred in Clauses 4.1, 4.2 and 4.3 above) can form only one JV / Consortium with another entity and this arrangement will remain same and intact for taking part in the Bids in the same Municipal Corporation / Municipality. The same entity forming JV / Consortium arrangements with different partners for participating in the Bids for different packages in the same _____ Municipal Corporation / Municipality will **not** be allowed.

14.7. Those agencies or entities blacklisted by any department / unit of Government of India or State Governments or Union Territories for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of the bidder, or violation of any terms and conditions of the Agreement are **not** eligible to participate in this Tender.

15. QUALIFICATION CRITERIA

15.1. The Bidder can be a Single entity or a Joint Venture (JV) or Consortium of not more than two members (Clause 4). The Bidder should submit a Consortium Agreement in the

format as at Form T-8 and also a Power of Attorney authorizing the lead member as signatory of the Bid as per the format enclosed at Form T-7.

15.2. All the members of the JV or Consortium shall be jointly and severally responsible and be held liable for the work under the Contract. The JV / Consortium has to appoint a lead member to receive instructions for and on behalf of all members of the Consortium and Letter of Award (LOA) will be placed on the whole entity represented by the lead member of the Consortium.

15.3. The Bidder (Single Entity or JV or Consortium as a whole) must satisfy the following minimum Qualification Criteria. Only those Bids which become eligible at this Bid Qualification Stage will be taken up for Technical and Financial evaluation.

Table-2: Qualification Criteria

S No.	Criteria	Documents to be submitted
5.3.1	**Qualification criteria** The Bidder may be a Company registered under section 25 of the Companies Act, 1956 **Or** The Bidder may be a registered Company in India as per Indian Companies Act, 1956/2013; **Or** Registered entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations or the CSR arm of any Corporate, Private or Public Sector companies	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies. In case of a JV/Consortium, legally valid agreement between the JV / Consortium members to be provided along with the Power of Attorney authorizing the lead member to submit the Bid as specified in the Forms. Consortium of not more than two members is allowed.
5.3.2	The Bidder (Single Entity / JV / Consortium as a whole) should be having an average annual turn-over of minimum Rs. _____ Crore per year during last three financial years, i.e., 2013-14, 2014-15 & 2015-16	Copies of the last three financial years' (as the case may be) audited balance sheets should be submitted along with Auditor's Certificate and Income Tax and Sales Tax Clearance Certificates
5.3.3	The Bidder (Single Entity / JV / Consortium as a whole) should have positive networth of Rs. _____ Cr. during last three years i.e. 2013-14, 2014-15 & 2015-16.	Auditor's Certificate.

5.3.4	**Experience Criteria** Handling of Residential / municipal solid waste in at least 2 (two) Projects anywhere in India during the last 3 (three) years; either by the Bidder or JV/Consortium partner Handling of Substantial Projects as indicated in the Section 'Eligible Service Providers' as given above.	Copies of work orders should be enclosed along with the Certificates issued by Government Organizations / Boards or Corporations for operation and maintenance for the last 3 (three) years. Should also submit Letter(s) from the concerned agency/ PSU/ Govt., where the works have been done, confirming that the services provided are satisfactorily.
5.3.5	Certificates/Registrations of the Bidder	1. EPF Registration Certificate; 2. ESI Registration Certificate; and 3. VAT Registration Certificate.

15.4. Along with the documents as detailed above, the Bidder shall also have to submit the Work Plan and Methodology for carrying out the Operations, as per the Project requirements and also adhering to the terms & conditions as detailed in the Service Agreement.

15.5. Even though the Bidders meet the above qualifying criteria, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or record of defaults such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

15.6. **Contract Award Criteria:** The Authority intends to outsource _____ (no.) of Residential area work packages in the _____ Municipal Corporation / Municipality. The Bidder can submit his bid for any number of work packages. But, the same bidder cannot submit more than one bid response for the same work package. , While awarding the contracts, each successful Bidder (single entity / JV / Consortium as a whole entity) will be awarded contracts for not more than _____packages in the _____ Municipal Corporation / Municipality.

16. DESCRIPTION OF BIDDING PROCESS

16.1. Pre-Bid Meeting

The date, time and venue of the Pre-Bid Meeting shall be:

Date:
Time:
Venue: Office of----------, ----------

i. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make requests for consideration of the Authority. They may also send their queries by E-mail. The Authority shall endeavor to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

ii. The Authority will consolidate all the written queries sent by e-mail and any further queries raised during the pre-Bid meeting. Replies to all the queries shall be published as Corrigendum in the e-procurement portal. The clarifications of the Authority to the Bidders' queries and the amendment / Corrigendum furnished in the e-procurement portal shall become part and parcel of this Tender and the same shall be binding on the Bidders.

iii. Non receipt of reply to the queries raised by the Bidders shall not be acceptable as a valid reason for non-submission of the Bid. It should be noted that non-reply to any query or queries shall not mean that the version of the Bidder as reflected in the query or queries has been accepted by the Authority. The conditions given in the original Tender document are valid to be good for Bid submission unless modified or clarified by any Corrigendum subsequently, till the final date of Bid submission.

16.2. **Bid Submission through e-Tendering method:** E-Tendering method is adopted for contract award purposes and the Bidders are advised to follow the prescribed steps. The Bidder not following any prescribed step will lead to disqualification of the Bid at any stage of the contract award process.

16.3. Earnest Money Deposit (EMD)

i. The EMD is 2.5 % of the **Final Contract Value of the Project for the three years.**

ii. However, while filing the Bid response in the e-procurement portal, all the Bidders are required to **deposit only 1% (one per cent) of the Estimated Cost Value of the project as EMD share** using Net-banking / RTGS / NEFT from their registered bank accounts. The Bidders can also pay the EMD share of 1%, using Credit / Debit card, as per the VISA / Master Card guidelines.

iii. Payment of the 1% EMD amount is to be made in favour of the entity indicated in the e-procurement portal.

iv. The selected Bidder shall have to deposit the remaining EMD balance, at the time concluding the Service Agreement.

v. The deposit of 1% EMD of the unsuccessful Bidders will be refunded only to their registered bank accounts / originating card from which the payment was made.

16.4. **Bid Submission: Technical Part :** The Technical part of the Bid should be submitted in the e-procurement portal only and should consist of the following documents, the formats of which are given as a separate attachment along with this Tender document.

(j) Attachment Form T1: Covering letter completed and signed by a person or persons duly authorized
(k) Attachment Form T2: Details of the Bidder
(l) Attachment Form T3 : Anti-Collusion Certificate
(m) Attachment Form T4: Proof of Eligibility certificate
(n) Attachment Form T5: Undertaking for Maintenance of Fair Labor Practices
(o) Attachment Form T6: Power of Attorney, for signing of Bids duly authorized by a Notary Public
(p) Attachment Form T7: Power of Attorney for Lead Member of Consortium, duly authorized by a Notary Public
(q) Attachment Form T8: Consortium agreement, duly authorized by a Notary Public
(r) Attachment T9: Work Plan- Approach and the Methodology for carrying out the operations

Of these, no document should be left unfilled; otherwise the Tender filing will not be valid and the incomplete Tender response will not be considered for any evaluation. All the pages of the documents should be signed by the authorised signatory of the lead Bidder and the scanned copies of the documents should be uploaded in the e-procurement portal.

16.5. **Bid Submission: Financial Part:** The Financial Bid should be submitted in the format F-1 given for the purpose. The Bid amount for the project for the total period of three years should be clearly indicated in figures in INR, and signed by the Bidder's authorized signatory. In the event of any difference between the figures indicated in the Form F1 and the e-procurement portal, the amount indicated in the E-procurement portal shall be taken into account. The quoted Bid amount shall be inclusive of all duties, taxes and other levies payable by the contractor as per State / Central Government rules.

- Attachment Form F1: Financial Offer for the Project

16.6. **Bid Due Date:** The Bid submission date of both technical and financial parts is as indicated in the Schedule of the Bidding Process (Table-1). The Authority may, in exceptional circumstances, and at its sole discretion, extend the above due date and intimate as Corrigendum in the e-procurement portal.

16.7. **Bid Submission Method:** Bid should be submitted in the e-procurement portal only as soft copies in support of their Technical bids in the formats as detailed in this Tender. Bid submitted as handwritten or printed copies or by e-mail, or any other transmission will not be accepted. The bidders shall sign on all the statements, documents, certificates,

uploaded by him, owning responsibility for their correctness / authenticity. After uploading the Technical / Price bid, the originals of the uploaded statement, certificates, documents, (except the Price bid / offer) are to be submitted by the bidder to the Authority at the time of technical bid opening or before the date of Technical evaluation by the Regional Bid Selection Committee. Failure to furnish originals of any of the uploaded documents, certificates, before the said dates as above, will entail rejection of the bid and forfeiture of EMD. Similarly, if any of the certificates, documents, etc., furnished by the tenderer is found to be false / fabricated / bogus, the bidder will be blacklisted and the EMD forfeited. The Authority will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.

16.8. **Bid Validity:** Both the Technical and Financial Bids submitted by the Bidders shall be valid for a period of 90 (ninety) days from the Bid Due Date. During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained. In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

16.9. Other Bid Submission Conditions

i. Bidders are advised to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their Bids.

ii. Bidders cannot reduce or increase the number of Residential Micro Pockets other than as indicated in this Tender. The micro pockets will be geo-fenced and these areas will be watched over through live video monitoring and geo-tagging tools to inspect whether the workers and the required transportation vehicles are deployed in the allocated areas and the services are delivered as per the Service Agreement. The M&E System is a key feature of the project and the performance score (Table-8) arrived through the System will be the basis for making payments to the Service Provider. Therefore, the Bidder is strongly advised to verify the micro pocket boundaries, ask for any clarifications and determine the work quantities before participating in the Bid process.

iii. The Bid Forms shall be typed and shall be signed by the authorised signatories of the Bidder. All pages of the Bid containing the entries and all corrections or amendments made therein shall be initialed by the person or persons signing the Bid. All these signed copies should be scanned and the legibly clear scanned copies should be uploaded in the e-procurement portal.

iv. The Authority shall receive Bids in Forms T1 to T9 pursuant to this Tender and such terms and conditions as modified, altered, amended and clarified from time to time by the Authority (collectively the Bidding Documents) before the date specified for submission of Bids (Bid Due Date).

v. The Bidder is responsible to bear all the costs involved in preparing the Bid and participating in the Bid. Any costs incurred for participating in the Bid should not be included in the Bid amount quoted by the Bidder and such costs will not be allowed.

vi. It would be deemed that before submitting the Bid, the Bidder has

c. Made a complete and careful examination of terms & conditions and other information set forth in this Tender.

d. Made a complete and careful examination of various aspects of the Tender conditions including but not limited to

v. Existing facilities

vi. Conditions of the roads/streets along with access roads and utilities in the vicinity of the work area;

vii. Conditions affecting collection, transportation, access, disposal, handling and storage of materials; and

viii. All other matters that might affect the Bidder's performance under the terms of this Tender.

vii. In case modifications are made to this Tender, at the discretion of the Authority, such modifications will be uploaded as Corrigendum in the same e-procurement portal.

viii. The Bid response and all communications in relation to or concerning the Bid documents shall be in English language.

ix. If any services, functions or responsibilities which are inherent, necessary or customary of the deliverables and not specifically described shall be deemed to be included within the scope of the deliverables or services.

x. The Bidder would provide all the information as per this Tender. The Authority would evaluate only those Bids that are received in the required format and are complete in all respects.

17. TENDER OPENNG, EVALUATION AND SELECTION OF SUCCESSFUL BIDDERS

17.1. **Opening of the Technical Bid and Clarifications:** The Authority would open online, the Technical Qualification Criteria of the Bids on the Bid due date, after the closure of the Bid submission deadline, for the purpose of scrutinizing the eligibility of the Bidders and thereafter assessing Technical capability by the Committees constituted for the

purpose. The Financial Bids of only those technically qualified Bidders shall be opened and evaluated in the e-procurement portal on the intimated date and time.

The general conditions for accepting the Bids for evaluation are:

viii. Bid response documents should be uploaded before the prescribed time schedule.
ix. Bid response documents should be clear with reasonable details, and as per the norms prescribed in this Tender.
x. The technical qualification criteria and experience should meet the requirements, without any inconsistencies between the Bid and the supporting documents.
xi. The Bidder should have enough workforce, equipment, transportation and capability for regularly executing the works indicated in the scope of the work.
xii. The Bidder should have sufficient experience to prove that it has sufficient capacities to execute the works as per the key service level performance indicators, (Table-8) satisfactorily throughout the entire contract period.
xiii. The Authority reserves the right to reject any Bid not submitted on time and which does not contain the information / documents as set out in the eligibility criteria.
xiv. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

17.2. At this stage, the qualification criteria (Table 2) will be verified and the Authority may ask for any further documentary proof or written clarifications. Those Bid responses that do not satisfy the eligibility criteria will be rejected. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and records the deficiencies if any, which shall be binding on the tenderer.

Clarification on the Technical Bid

17.3. While verifying the documents for their sufficiency and genuineness, the Municipal Commissioner, if required, will ask the bidders and / or the agencies / companies / organizations that provided the work completion certificates along with work orders for clarifications in writing to ensure the correctness of qualification documents. Written communications will be sent to the bidder or the agencies / companies / organizations that provided the work orders / experience certificates and the replies obtained in writing before the date of technical evaluation by the Regional Bid Selection Committee. This scrutiny will be done in all cases when the work completion certificates are given by any agency other than Governmental agencies (Central and State Governments in India, or Central and State Public Sector Undertakings, or Semi or Quasi Government (Central or States in India) Organizations and Urban Local Bodies. Failure of the bidder or the agencies / companies / organizations to provide clarifications in writing shall render such bids invalid for evaluation and be rejected. The decision of the Commissioner / Municipal Commissioner and Regional Bid Evaluation Committee will be final which will be

recorded and duly signed. Only those bids accepted as per the criteria detailed above, shall be considered for Technical Evaluation.

17.4. Those accepted Bids that fulfil all the eligibility criteria will be taken up for Technical Evaluation.

17.5. **Technical Evaluation:** The Bids would be evaluated by suitable Bid Selection Committees constituted by the Authority as per the scoring criteria given in Tables 3A, 3B and 3C, based on the comparative merits of the qualifications of the Bidders. The Authority will also ask the Bidders to make power point or other visual presentations in person to the Committees to verify whether the Bidder has understood the scope of work, deliverables, and accountabilities and has prepared suitable approach, methodology and work plan.

Table-3: Parameters for Technical Evaluation	**Maximum Marks**
1. Work Experience of the Bidder	60 marks
2. Financial Turnover	10 marks
3. Networth	10 marks
4. Involvement in Corporate Social Responsibility Projects	10 marks
5. Approach and Methodology	10 marks
Total Marks for Technical Evaluation	**100 marks**

Table 3A : Scoring System for Technical Parameters

1. Work Experience of the Bidder (Single Entity, JV / Consortium as a Whole Entity) : The bidder as a whole entity shall have the experience of having executed and completed Maintenance of Sanitation (Road / street sweeping, drains cleaning and vector control activities) and Solid Waste Management projects (both primary collection and transporting the solid waste to the designated places for deposit) as a single and whole commercial contract in which the responsibilities included were engagement of workforce, deployment of vehicles, machinery, materials, and the operations and maintenance of the entire service package. Any project, shown as experience, if does not include all these activities as a single contract will not be considered as the required experience and will not be counted for evaluation purposes. Each project shown as work experience should be of one year duration and fully completed. The cost value of the completed project should be more than 30% of the estimated annual cost value of the project indicated for this work package under consideration.

Evaluation of Work Experience Criteria –	**No. of Completed Projects**	**Point System**	**Maximum Marks = 60 (Sixty)**
1a) Experience of completing Solid Waste Management contract projects in large gated communities, smaller industrial townships, corporate multi-specialty hospitals,(50 beds and above) large hotels(3 star and above), large shopping malls and similar hospitality industry units	1 Project	15 marks	40
	2 Projects	25 marks	
	3 and more projects	40 marks	
1b) Experience of completing Solid Waste Management contract projects in large public utilities such as state and	1 Project	30 marks	50
	2 Projects	40 marks	

national highways, bus terminals, train terminals, and airports situated in the metropolitan and other cities in the state and national capitals.	3 and more projects	50 marks	
1c) Experience of completing Solid Waste Management contract projects in municipalities and municipal corporations with over 50,000 population and larger industrial townships of central public sector undertakings (PSU)	1 Project	40marks	60
	2 Projects	50 marks	
	3 and more projects	60 marks	
2 Turnover of the Single Entity / JV / Consortium all put together as a whole			
Average annual turnover of greater than or equal to 50% of the estimated annual project package value per year in the last three financial years		10 marks	**10 (Ten)**
3 Net worth of the Single Entity / JV / Consortium as a whole			
Positive net worth of greater than or equal to 25% of the estimated annual project package value per year in the last three financial years		10 marks	**10 (Ten)**
4 Involvement in Corporate Social Responsibility (CSR) Projects (Additional Qualification)			
Entities that have implemented sanitation, solid waste management, projects and initiatives of one year duration for entities with over 15000 population with community involvement, as Corporate Social Responsibility (CSR) projects by their own contribution or under the sponsorship of large Corporates and Public Sector Undertakings, and large national and international NGOs and Organizations . Bidder should submit proofs of project experience and corresponding financial payments certificates for gaining the allotted marks	1 Project	6 marks	**10 (Ten)**
	2 and more projects	10 marks	
Total Maximum Marks for the above mentioned Technical Parameters			**90 (Ninety)**

Table-3B: Scoring system for Approach and Methodology		
Parameters	**Scoring Criteria**	**Maximum Marks**
5. Work Plan – Approach and Methodology		**10 (Ten)**
5.1 Does the work plan include Time Schedules for waste collection, street sweeping and drains cleaning and vector control activities (Daily and Weekly)?	Yes	2 marks
	No	Zero
5.2 In the Work Plan, are the Roles and Responsibilities planned separately for each category of the employee - Sanitary worker, loader, driver, supervisor and Manager?	Yes	2 marks
	No	Zero
5.3 Does the work plan include specific plans to meet all the seven service level performance indicators including remedial measures, if failures occur?	Yes	2 marks
	No	Zero
5.4 Does the work plan include steps to get the community involved in source segregation and avoid littering in streets and public places?	Yes	2 marks
	No	Zero
5.5 Does the work plan include separate steps for handling the dry recyclable waste from the secondary transportation stage to final disposal?	Yes	2 marks
	No	Zero

17.6. In the Technical Evaluation, scores will be assigned which would be called as Technical Score (TS) based on scoring criteria as per Tables 3A and 3B. Those Bids which secure TS of 60% and above will be taken up for Financial Evaluation. They will be intimated about the date and time of Financial Bid opening in the e-procurement portal.

17.7. **Financial Evaluation:** The Financial Bids (The Lump sum amount indicated in the Form F1 and the e-procurement portal) will be evaluated for arriving at the Financial Score (FS).

17.8. If the amount quoted in the Financial Bid is lesser than the Estimated Cost Value of the Project as indicated in the e-procurement portal, such Financial Bids will be rejected and the total Bid submitted by the Bidder will be annulled.

17.9. The formula for arriving at the Financial Scores (FS) is as given below.

- The Lowest Financial Proposal (FL) will be given a Financial Score (FS) of 100 Marks.

- The Financial Scores (FS) of other proposals will be computed as follows:

FS = (FL ÷ F) X 100 *(F = amount of Financial Bid quoted by the Bidder in the e-procurement portal and Form F1)*

17.10. **Combined Score (CS) :** For the purpose of selecting the Successful Bidder, a Combined Score (CS) of TS and FS would be arrived at for each Bidder by giving 70% weightage for TS and 30% weightage for FS as the selection is based on QCBS System.

CS = TS X **0.7 + FS** X **0.3** *(A weightage of 0.7 is given to the TS and 0.3 to the FS).*

17.11. **Ranking of the Bidders**: Based on the CS, the Bidders will be ranked. In case there are two or more Bidders securing the same CS, the scores obtained in the technical evaluation (TS) will be considered for ranking the Bidders.

17.12. **Selection of the Successful Bidder:** The Bid that has obtained the highest CS (1st rank) will be notified by the Authority as the Successful Bidder and will be given a Letter of Award (the 'LOA') that its Bid has been accepted.

17.13. The Successful Bidder will be required to execute the following.

i. Deposit the remaining amount of the EMD value in form of an irrevocable Bank Guarantee from a schedule bank located in India favoring _____[*insert the name of the Municipal Corporation / Municipality*]. The EMD deposited by the successful bidder will not carry any interest. The EMD given in the form of Bank Guarantee on a Nationalised / Schedule Bank shall be valid for the duration of contract period and in case any valid extension of contract period is granted.

ii. Furnish a Performance Guarantee by way of an irrevocable Bank Guarantee, (BG) issued by a scheduled bank located in India in favour of _____ [*insert the name of the Municipal Corporation / Municipality*]. The validity of BG shall be for the entire period of the contract and shall be valid till the work is completed in all respects.

iii. Execute the Service Agreement within ***three weeks*** of the issue of LOA or within such further time as the Authority may specify in its discretion.

17.14. Failure of the Successful Bidder to fulfil the above requirements (Clause 7.11) and commence the project within the given time shall lead to the annulment of the LOA, and forfeiture of the EMD deposited during Bid submission.

17.15. In such an event, the Authority will invite the 2nd ranked bidder and negotiate with him for undertaking the project offering the lowest of the financial quotes offered by the 1st and 2nd ranked bidders. In case the 2nd ranked bidder agrees for the offered financial quote, he will be offered the LOA with directions to follow the procedure mentioned in Clause 7.11.

17.16. In case the 2nd ranked bidder does not accept the offer of negotiation, the Authority shall take any such measures as may be deemed fit in its discretion including annulment of the Bidding process and take up new Tendering process.

17.17. However, neither of the first and second ranking Bidders will be given the LOA if they have been found at any time;

iv. Made material misrepresentation; or

v. Has not respond promptly and diligently to requests for supplemental information; or

vi. Brought in any pressure or influence on any officers or employees of the Authority or the Government for favouring the Bid.

17.18. Notwithstanding anything contained in this Tender, the Authority reserves the right to reject any Bid, or to annul the Bidding process, at any time without any liability or obligation for such rejection or annulment, and without assigning any reasons thereof.

18. POST CONTRACT AWARD CONDITIONS

18.1. After the contract is awarded and the Service Agreement is entered upon, the Service Provider cannot sub-contract the whole or any part of the contracted works to any third party. In the event the whole or any part of the works is sub-contracted, the Service Agreement will be immediately cancelled and the Service Provider will forfeit the full amount of EMD and Performance Guarantee.

18.2. In case the Contract is awarded to JV or Consortium, the JV and Consortium arrangement should remain the same throughout the contract period. The whole entity

will be jointly and severally responsible for the obligations it has to fulfill as per the Service Agreement. In the event of any member of the whole entity pulls out of the JV/ Consortium or if the lead partner disengages the other member of the Consortium, the total contract award will be annulled with one month notice and the Authority will take necessary steps as it deems fit. The JV / Consortium shall forfeit the EMD and Performance Guarantee.

18.3. In case it is found that the Service Provider (individual entity or any member of the JV/ Consortium) has committed any of the misconducts as given below, the Agreement is liable to be terminated with the forfeiture of the EMD and Performance Guarantee.

i. Committed serious misconduct or have been charged with having committed a criminal action under the laws prevailing in the Country.
ii. Violating any terms and conditions of this Agreement.

19. SERVICE PROVIDER FEES AND PAYMENT MECHANISM

19.1. The Payment to the Service Provider shall be made monthly and shall be calculated by the following formula:

Payment to be made by the Authority every month = A – B (A minus B), while

A= Lump sum monthly service fee as agreed upon in the Service Agreement; and

B= Amount for Levy of damages / penalties as per Table 8 in the Tender Document.

19.2. In the project cost estimates, certain estimated cost values were provided for purchase and maintenance of Android Mobile Phones, Weighing Machines, Geo Tags and RFID Stickers / ID cards for Monitoring & Evaluation (M&E) purposes. As the Government is setting up a state level centralized M&E System, the contactor is not required to incur this expenditure. Those devices required for implementing the M&E system shall be provided by the M&E Systems Hardware provider as appointed by the Government. The amount, budgeted for the total project period towards the cost of M&E devices and their maintenance shall be deducted from the monthly payments to the Service Provider in equated monthly installments towards the cost of setting up and maintaining the M&E System.

19.3. The Service Provider shall submit to the Authority a monthly invoice by 7th day of succeeding month for the services rendered in the month. The Authority shall scrutinize the invoice with reference to the Service Level Performance Scores obtained by the Service Provider (Table 8) from the M&E software. After deducting the penalties levied if any, and also the cost of M&E devices provided by the authority, the eligible payment to the Service Provider shall be made by the Authority within 7 days from the date of receipt of monthly invoice in accordance with the formula specified in Clause 9.1 and conditions detailed in Clause 3.6. The Authority will make all the payments to the Service Provider by way of bank transfers.

20. OTHER IMPORTANT CONTRACT AWARD CONDITIONS

20.1. Planning the Capital and Operations and Maintenance (O&M) Costs of Vehicles and Materials

The Project under the contract offer is a Service Contract, wherein the outsourced Service Provider is expected to deliver services as per key service level indicators (KPIs). The services involve deployment of the required number and categories of work force and use of push carts, trucks, HDPE bins, tarpaulin bags, tools and implements and conservancy articles. Of these, the Authority will spare some quantities for use in the service operations. Table-4 provides the specifications and required quantities of vehicles and materials to be deployed in the Project. While making the project cost estimations, the Bidder is expected to take into consideration only the operations and maintenance costs of the vehicles and materials which are provided by the Authority. For other items, the Bidder is expected to make estimations of both capital cost (buy or hire basis) and operations and maintenance cost for the total project period. However, after the issue of LOA, the Service Provider can make physical inspection of the vehicles and materials to ensure that they are in working condition and request the Authority in writing, to make necessary repairs and reconditioning. Only after these repairs and reconditioning, the Service Provider can take possession of these vehicles and materials for deployment into the work package.

The Service Provider can also bring environment friendly vehicles and materials of better design and quality (where both Capital and O&M costs are involved). However, he has to ensure that the expected service levels are met without any deviations and quality compromises. He can also adopt better methods of work execution to achieve greater efficiency, better citizen satisfaction and environment promotion.

Table-4 : Material Quantities to be deployed in the Work Package			
Work package no._____ **No. of micro pockets included in the Work Package: _____**			
Residential Waste Generated from the Micro pockets included in this work package (Considering 5 members per household): _____Tons per day			
Total Waste Generated through Street Sweeping & Litter picking: _____Tons per day			
Sl. No.	**Items and Specifications**	**To be Provided by the Authority (only O&M Responsibilities)**	**To be procured by the Service Provider (Capital Purchase and O&M Responsibilities)**
Waste Collection and Transportation Items (Set for all the three years)			
01	**Push Cart:** Overall size 1.2 x 0.90 x 0.85mtrs. (for carrying 4 Nos. 60 Ltrs. Bins). Box Frame; Iron Box Frame Size: 90 Cms. x 40 Cms. x 40 Cms. for bins placement and providing 20 gauge G.I. sheet bottom three sides and providing front door with lock system. Bottom supporting angulars: 25mm x 25mm x 3mm and supporting flats 20mm x 3mm		

	Protection of bins using heavy duty fiber wheels Front: 2 Wheels Heavy Duty Rubber wheels of size 30cms x 7.5cms dia with bearings. Rear: Rotation wheels 2 Nos. rotation wheels with brackets of size 25 cms x 5 cms. with bearings Axle: 25mm dia rod; Having round pipe handle including cost of material, labour, transport, painting, with one coat red oxide, and two coats enamel paint, lettering / stickering, numbering and all taxes etc. complete as per sample available in P.H. Section. The weight of the Push Cart is 45 Kgs. as per specification and delivery at ULB +5% tolerances will be allowed as directed by the departmental officers.		
02	**Secondary Transportation Vehicle:** Tractor Trucks Manufactured in 2011 onwards along with Hydraulic trailer of minimum 3 tonne capacity including fuel crew and maintenance charges and consumables extra complete for conveying the solid waste daily from Micro pocket to the designated place/ specified place by the ULB.		
03	**60 Ltrs. Bins (HDPE)** Unbreakable/break resistant Plastic Bins 60 Ltrs capacity with Lid (Top Outer Dia 47cm inner dia 42cm bottom outer dia ; 30 cm. outer height 53cm weight of the bin 2.5 kgs. to 2.8 kgs. of Varsa Brand / Neelkamal / Sintex / Aristo etc., or equivalent Standard Make / ISI including cost of material, labour, transport charges, lettering and numbering etc., complete as per sample available in P.H. Section.		
04	**Tarpaulin Bags** 85 X 56 cms outer- Tarpaulin Fabric with 50 Microns, The bag shall be double stitched.		

	Electronic Devices for Monitoring and Evaluation (M&E) Tool (Set for all the three years)	
01	**Android Mobile Phone :** (For GPS based Vehicle Tracking, Weighment information uploading and worker attendance monitoring) Screen Size: 4.5" - 5.5"(minimum); Ram: 2 GB Min; Card Slot: Required; Battery: 2500+ MAH; 4G supported Camera: 8mp ;(Required Software Application will be separately installed by M&E Solution Provider) One Phone for each Secondary Transportation Vehicle and the Supervisor	An estimated cost value for these items is budgeted in the Project Cost Value. As the Service Provider will not be required to

02	**Weighing Machines:** For Weighing the quantities of Wet, Dry and Hazardous waste at each Micro pocket and Trip. Integrated with electronic display for indicating the different types of waste and RFID reader to recognize the RFID chip with micro pocket ID (One for Each Tractor) Maximum capacity 100kg, accuracy(error) 20gm; Class-III, BIS & ISO certified weighing scale; Platter size 400mmx400mm ;The scale should be equipped with automatic wireless data transfer system.	purchase these items, the amounts allocated for these items will be deducted from the monthly payments to the contracted Service Provider. The required M&E devices to be deployed in the operations by the Service Provider will be provided by the M&E Systems Hardware Provider appointed by the Government.
03	**Geo Tags :** For Monitoring the Staff movement in the allotted work areas (One for each Worker with the specifications- Screen - OLED display ; GPS - (-159DB); LBS - L1, 1575.42MHZ C/A code; GPRS - 850/900/1800/1900;SIM - Micro SIM standard; Battery - Lithium battery 400mAH; Standby time - About 70 hours; Calling from the device to central Office; Emergency call button/ SOS; G-Censor - in three axis; Remote monitoring; GPS+LBS+WiFi positioning; One-key first-aid; One-Key Emergency call button; Safety fence; Low battery alarm	
04	**RFID Chip integrated Micro pocket ID card** (one for each Micro pocket) - Screen- 0.96 inch OLED Display; solution- MT6261; GPS Sensitivity - (-159DB); GPS-MT3337; LBS - L1, 1575,42 MHz, C/A code; Sim card- Micro Sim card; Anti-Take off Alarm Support; Calling Support; SOS Support; G-Sensor Support(in three Axis); Remote Sensing Support ;Battery- Lithium Battery 400 mAH , stand by time is about 70 hours ; Dimension - 35*60*13mm; Accessories- USB cable and user manual; Functions - GPS + LBS +Wi-fi positioning; Call Function; One-key First – Aid; Wrist Off Alarm; Safety fence; Historical Trace	

Tools and Implements (Set for one year)		**To be procured by the Service Provider (Capital Purchase and O&M Responsibilities)**
01	**Tubs (*Gamelalu*) :** Made with 14-18 gauge G.I. sheet of 12"- 15"Dia. with SSI unit Certificate	
02	**Hand Spades:** 'Spades with Handles (*Chethiparalu*)' made with 16 guage G.I. sheet of 12"" x8" size	
03	**Drain cleaning spades (small):** 20 x 10 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3mm wall thick with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
04	**Drain cleaning spades (big):** 23 x 13 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3 mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
05	**Four teeth long Handle Forks (*Dantenalu*):** Made of 14 mm MS rod length 26 cm bend to form as form (hook) of size 16 cm length bend portion and 2 extra 16 cm size hooks firmly welded with ring around the	

	rod to make as 4 forks and further having 3 mm thick and 25 mm dia and length of 4 cm MS pipe properly fixed welded and fixed with about 150 to 155 cm size strong solid straight Bamboo sticks fixed firmly with nails. Tolerance 5% allowed	
06	**Iron scrapers:** Made of 18 gauge new iron sheet with 15 cm width and 23 cm length and 20 mm folded at one side. Tolerance 5% allowed	
07	**Sickle (*Kodavali*) For cutting grass and shrubs:** Shall be in the appropriate set of sharpened wood and sheet-steel fists	
08	**Iron Crow bar:** Iron crow bar of size 25 mm dia steel bar and 160 cm with one side sharp edge. Tolerance 5% allowed	
09	**Heavy Knives:** In good quality of *Kattulu* (*Kaman Kattulu*) weight 700gms with handle	
10	**KNAP SACK Sprayer:** MS 37 Shoulder mounted engine, Discharge-0.5 to 20 LPM, Tank capacity of 15 lts, Cylinder type High density polyethylene. ISI Brand	
11	**Broom Sticks:** *Malabar* type of Dark strands which should be more than 3 feet and stuck without leaves.	
12	**Disinfectant Spraying to be used per Micro Pocket:** Dry lime, smooth and white lime powder , Bleaching: 33 1/3% Chlorine, ISI Mark – 1065" - 30KG / Month per Micro pocket	
13	**Vector Control to be used per Micro Pocket:** Temphos (Abate) - EC50 with BIS standards – 0.5 ltrs / Month per Micro pocket	
14	**Vector Control (Anti-larvae oil) to be used per Micro Pocket:** Kingfog Oil/ Delfog - Deltramithrin 1.25% ULV with BIS standards, Malarial Oil with BIS standards - 10.0 ltrs. / Month per Micro pocket	

20.2. Workforce Planning and Management

i. The Authority will provide certain number of temporary sanitary workers currently available with it to the contract work packages. It is an obligatory contract award condition that these allocated temporary workers are taken on to the rolls of the Service Provider and engaged as Contract Workers as per the applicable State laws. In addition, the Service Provider should engage the additional number of workers and other categories of employees as indicated in the Table-5 and meet the regulatory requirements for wages and PF and ESI contributions as per applicable State laws.

Table- 5: Workforce Quantities to be deployed in the Work Package

Work package no._____
No of micro pockets included in the work package _____

Sl. No.	Worker Category	No. Allocated by the Authority	Monthly Wages in Rs.	ESI Contribution (in %)	PF Contribution (in %)
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				

Sl. No.	Worker Category	Additional no. of employees to be engaged by the Service Provider	Monthly Wages in Rs.	ESI Contribution (in %)	PF Contribution (in %)
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				

ii. The Service Provider is required to pay the wages to all the workers through their bank account. He is also required to make payment of ESI and PF contributions (employee and employer share) into their respective accounts before the due dates. Further, he is required to submit the required documentary proof, which will be technologically monitored in the M&E system and will be verified by the Authority before making monthly contractual payment.

iii. The Service Provider should provide personal protective wear as detailed in Table-6 to all the employees engaged in handling the sanitation and waste management works. Protecting the employees' working condition is an important responsibility of the Service Provider. It should be ensured that the employees are educated on the importance of wearing the protective dress which safeguards their health and personal hygiene. The Service Provider should also ensure that the employees wear the protective dress while they are performing the sanitation and waste management works. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors with the insignia of the Service Provider and the ULB printed. The differential colors enable the citizen, municipal and other public officials to identify the service staff and the supervisors; and approach them for required services.

Table- 6: Personal Protective Wear for all Employees – (Set for one year) Differently colored for workers and supervisors with the insignia of the Service Provider and ULB printed		
01	**One(1) ID Card** (1 per person) Aadhaar linked photo ID card	
02	**Two(2) Caps** (2 per person)	
03	**Twelve(12) pairs of Gloves:** Industrial wearing rubber coated hand gloves of standard make and as approved by the Authority suitable for staff in Garbage Collection and Sanitation	
04	**Twelve(12) Nose Masks:** Dust respirator protection mouth mask of ISI mark suitable for sanitation staff in collection of garbage	
05	**Two (2) Radium Jackets:** (2 per person) Safety Jackets having highly reflective straps on either sides which make it visible from far distance even in darkness or misty condition. The jacket shall be made as per specifications. (universal size) **Fabric:** thick, plain, polyester; **Type:** High Glass white with tape 2 inches or high glass light yellow tape; **Style :** one side opening ; **Color :** Green / Orange; **Side free opening** for air flow	

06	**one(1) Rain Coat :** The full-dress of the company make- Duck back Water proof Rain coats	
07	**One(1) Gum Gloves -**Are of good quality and durability	
08	**One(1) Gum Boots -** Are of good quality and durability	
09	**Detergent Soaps** = 500 grams (12 per person / Per year)	
10	**Coconut oil** = 250 ml (12 per person / Per year)	

20.3. Performance Monitoring

i. The quality and diligence in work delivery will be regularly monitored as per the Key Performance Indicators (KPIs) given in Table-8 by the authorized officials of the Authority and the Department of MA&UD, Government of Andhra Pradesh. A comprehensive and technology based Monitoring and Evaluation (M&E) application will be deployed using internet, GPS, video, electronic weighment and mobile based applications.

vii. **Geo Fencing** of the micro pockets; through which the latitude and longitude coordinates of the micro pocket boundaries will be captured and mapped on to the ULB map.

viii. For ensuring service efficiency, employees will be provided **Geo Tags**, with which their movement within their service areas can be monitored to ensure that the worker is available in the allotted work areas, for the entire shift and provide the allocated services. The geo marked maps of the micro pockets and service zones will be used as basic reference maps for this purpose.

ix. In addition, **live video streaming** of the service areas is also undertaken. Inputs will be obtained from **mobile video cameras, stationery traffic cameras, and drone-mounted cameras** and live streamed on the monitors at the control rooms to observe the physical conditions of the service areas such as waste dumps, uncleaned places, road litters, and unsanitary conditions and work deviations. Snap shot pictures will also be taken. On the basis of observations and pictures, alerts and information will be given to the Service Provider to take immediate corrective actions and report back on the actions taken.

x. The waste collected from each micro pocket trips at the point of secondary transportation, will be weighed using **electronic weighing scales**. The data will be directly sent to the M&E application server and mapped to the micro pocket details. This system will help in ensuring collection efficiency of the segregated waste and also to obtain accurate data on area wise quantities of dry, wet and hazardous waste generation.

xi. Data will be obtained for the existing mobile based **'Puraseva' application** to arrive at a performance metrics on the quality and timeliness of the citizen grievance redressal by the Service Provider. (Details of Puraseva application can be obtained in CDMA, GoAP Website http://cdma.ap.gov.in/)

xii. Further, **Interactive Voice Response System (IVRS) and Bulk SMS Management Systems** will be deployed to proactively obtain feedback on citizen satisfaction levels.

Based on the inputs from the above Systems, a **Performance Score Card** for evaluating the performance efficiency of the Service Provider will be arrived at using M&E application software. The performance parameters factored for the purpose include:

- Service Coverage in the allocated service areas
- Segregated Collection -Weighment at Micro Pocket Transfer Point
- Dust free and litter free roads, Free flow of drains without chocking
- Citizen Complaints & Resolution Within 24 hours (quality and timeliness)
- Payment of Salary, PF, ESI, Protective Wears and One day Weekly Off
- Worker and Supervisor Absenteeism
- Social Audit, IVRS and Bulk SMS based assessment of citizen satisfaction levels

The relative weightages for each of the performance parameter and the formula for levying penalties for service failures are given in the Table-8.

From the centrally implemented M&E software platform, the monthly performance scores of the package operators and the amount to be deducted from their monthly payments for service failures will be made available in the internet enabled M&E application software. The information will be available for viewing by the Authority and the Service Provider. The performance score made available in the M&E website will be the basis of authorization for the Authority to make payments to the Service Provider and also for terminating the contract for continued service failures.

Table-7: Micro Pocket wise Indicative Work Quantities included in the Work Package *(The Authority to provide a f details for this work package as per the scope of the work)*

Work Package No. _____ (_____ no. of micro pockets)

Residential Area Details

Sl. No.	Ward No	Micro Pocket No.	No .of Gates	No of Waste Generators (HH + petty shops + street vendors)	Names of the locality / roads, streets, lanes and Bi-lanes and other public utility places abutting the micro pocket	Start Point of the Micro Pocket with Landmarks	End Point of the Micro Pocket with Landmarks	Street Sweeping	Drains Cleaning
								Length of the Streets, lanes and Bi lanes (in meters)	Length of the shallow surface drains (in meters)
1	2	3	4	5	6	7	8	10	12
1									
2									
3									
4									
5									
n									

able -7: Base map of ULB indicating the micro pockets and work package boundaries including the temporary waste storage points for w organics and road and drain silt- inert materials separately)

Table -8: Service Level Key Performance Indicators (KPIs) for Micro-Pocket Management and Formula for Penalties an

Key Performance Indicators	Field Evidence	Service Level Benchmark	Weightage	Formula for Levying
Coverage	100% collection coverage daily is the key to prevent indiscriminate littering & disposal - Providing collection service at least 6 out of 7 days is the top priority	100%	20%	• Daily Performance will be the benchmark levels) will • Formula for levying montl payment. **Penalty to be levied :** = (Monthly Contractor Pa
Segregated Collection - Weighment at Micro Pocket Transfer Point and at the Designated Place	Collection of the dry and wet waste in the quantities within the range as specified by the ULB (to ensure that the coverage targets are achieved fully)	80% (75% Wet 20% Dry 5% hazardous)	20%	

Dust free and litter free roads, Free flow drains without chocking	Sweeping and removal of dust creates clean and aesthetic look to the ULB and is a top priority Manual Collection of Litter at regular intervals and sweeping of pavements, Road margins, Bus Stops, FOBs, Subways and areas where mechanical sweeping is not possible.	80%	10%	Service Failure **Illustration for Failure i** (Rs. 2, 00,000 X 20 %) X • **Termination Condition** Continuous failure to achi three months will result in one month.
Citizen Complaints & Resolution Within 24 hours	Complaint and redressal reports	90 %	10%	
Payment of Salary, PF, ESI, Protective Wears and One day Weekly Off	Payment receipts	100%	20%	
Worker and Supervisor Absenteeism	100% attendance of allotted manpower is a priority as there is provision for reserve PHWs	100%	10%	
Social Audit / IVRS Satisfaction Levels	Audit Reports, IVRS reports (Generated by ULB)	90%	10%	

End of the Document

ANNEXURE –VII

_____ Municipal Corporation/ Municipality

SERVICE AGREEMENT

FOR

COMBINED RESIDENTIAL CUM COMMERCIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION, DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR A PERIOD OF 3 YEARS ON "BUY/HIRE, OWN & OPERATE" (BOO) BASIS

Combined Residential cum Commercial Area Work Package No:

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(To be registered)

SERVICEAGREEMENT

THIS AGREEMENT is entered into on this the_____ day of _____(month) 20__

BETWEEN

3. _____ MUNICIPAL CORPORATION/ MUNICIPALITY represented by its _____and having its principal office at _____ (hereinafter referred to as the 'AUTHORITY' which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the FIRST PART; AND
4. _____(name of the successful Bidder as a whole entity / the Lead Partner of the whole entity) which has been awarded the Letter of Award (LOA) and a company incorporated under the provisions of the Companies Act, 1956/2013/Section 25 Company / Registered NGO / Society / Partnership Firm / Proprietorship Firm / Social Welfare or CSR of_____ Corporate Welfare Society and having its registered office at _____, (hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, and permitted assigns and substitutes) of the SECOND PART;

WHEREAS:

E. _____ Municipal Corporation /Municipality, with an objective to comply with Solid Waste Management (SWM) Rules, 2016 & National Green Tribunal (NGT) directives and to have overall positive impact on the living environment by mitigating pollution and environmental hazards; intends to engage specialized and experienced service providers (the 'Service Provider') for handling of sanitation and municipal solid waste management activities in the allocated residential work package areas that include house- to-house / gate-to-gate solid waste collection, street sweeping,

litter collection and drains cleaning (the 'Project') on 'Buy/ Hire, Own, Operate' (BOO) basis. Private/ Social Sector/CSR participation is expected to bring better technology, better management methods and capital to MSW management in urban areas.

Accordingly, the AUTHORITY had resolved to avail the services of experienced private service providers for efficient execution of the above Project on Buy/Hire-Own-Operate (the 'BOO') basis, and has therefore, decided to carry out the bidding process for selection of a private entity as the 'Service Provider' to whom the Project may be awarded in accordance with the terms and conditions that are set forth in this Service Agreement.

F. The Authority had prescribed the technical and financial terms and conditions, and invited bids to carry out the above referred Project in the identified Residential Work Package Areas (Micro Pockets)in _____Municipal Corporation / Municipality on BOO basis by its Tender Notice No._____ dated _____ (the 'Tender Notice') for undertaking the Project.

G. After evaluation of the bids received, the Authority had accepted the bid of _____(*mention the name of the successful bidder*) and issued its Letter of Award No. _____ dated_____ (hereinafter called the 'LOA, requiring, inter alia, the execution of this Service Agreement within 3 (three) weeks of the date of issue thereof.

H. _____*(mention the name of the successful bidder as a whole entity)*, has accordingly agreed to enter into this Service Agreement with the Authority for execution of the Project on BOO basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and Agreement s set forth in this Service Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.2. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

'Affected Party' shall have the meaning set forth in Clause 18.1

'Agreement' or 'Service Agreement' means this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

'Applicable Laws' mean all laws brought into force and effect by Government of Andhra Pradesh (GoAP),or the Government of India (GOI) including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to the Service Agreement document and the exercise, performance and discharge of respective rights and obligations of the parties, as may be in force and effect during the subsistence of this Agreement and the subsequent contract to be signed by the Service Provider with _____Municipal Corporation / Municipality.

'Applicable Permits' mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under applicable laws in connection with the construction, operations and maintenance of the Project during the subsistence of the Service Agreement ;

'The Authority Representative' means such person or persons as may be authorized in writing by the Authority to act on its behalf under the Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfill any obligations of the Authority under the Agreement ;

'Bank' means a scheduled bank incorporated in India.

'Bid' means the documents in their entirety comprised in the bid submitted by the Service Provider in response to the Tender Notice in accordance with the provisions thereof

'BOO' or 'Buy, Own& Operate' shall have the meaning of set forth in Recital (A);

'Change of Scope' shall have the meaning set forth in Clause 12.1;

'Contract Period'means the period starting on and from the Project Commencement Date and ending on three years thereafter

'Cure Period' means the period specified in the Agreement for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

c) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and

d) Not relieve any Party from liability to pay damages or compensation under the provisions of the Agreement.

'Damages' shall have the meaning set forth in Clause 19.1.1 B, C, D & E.

'Dispute' shall have the meaning set forth in Article 22;

'Dispute Resolution Procedure' means the procedure for resolution of Disputes set forth in Clause 22.1;

'Earnest Money Deposit' means the security provided by the Service Provider to the Authority at 2.5% of the Final Contract Value in accordance with the Tender Notice. Out of this 1% of the Estimated Cost Value of the Project is required to be deposited while uploading the bid in the e-procurement portal.

'Force Majeure' or Force Majeure Event' shall have the meaning ascribed to it in Clause 18.1

'GOI' means the Government of India;

'Good Industry Practice' means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator and encouraged in similar type of undertaking is envisaged under this Agreement and expected to result in the performance of its obligations by the Service Provider in accordance with the Agreement , Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

'Government' means the Government of Andhra Pradesh;

'Government Instrumentality' means any department, division, or sub-division of the State Government and includes any commission, board, Authority, agency or _____ Municipal Corporation / Municipality and other local Authority and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Service Provider under or pursuant to the Agreement ;

'Household**'** is defined as a domestic living accommodation of any type such as: (a) any type of dwelling structure; (b) a slum house; and (c) a multi-floor housing complex of not more than 20 units. For MSW collection purpose, if the dwelling structure houses a single household, it will be counted as one unit denoted as a 'door' and if the structure houses more than one household, the structure will be denoted as a group house / housing complex and waste collection will be done at the 'gate' of the group house / housing complex.

'Indemnified Party' means the Party entitled to the benefit of an indemnity pursuant to Article 21;

'Indemnifying Party' means the Party obligated to indemnify the other Party pursuant to Article 21;

'Insurance Cover' means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 17, and includes all insurances required to be taken out by the Service Provider under Clause 17.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

'LOA' or 'Letter of Award' means the letter of award referred to in Recital (C);

'Material Adverse Effect' means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

'O & M Manual' shall have the meaning ascribed to it in Clause 13.1;

'O & M' means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services in accordance with the provisions of the Agreement;

'O & M Expenses' mean expenses incurred by or on behalf of the Service Provider or by the Authority, as the case may be, for all O & M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) Premium for insurance, (d) all taxes, duties, Cess and fees due and payable for O & M, (e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any contract in connection with or incidental to O & M, and (g) all other expenditure

required to be incurred under the Agreement , Applicable Laws or Applicable Permits;

'Parties' means the parties to the Service Agreement collectively and 'Party' shall mean any of the parties to the Service Agreement individually;

'PCD' or 'Project Commencement Date' shall have the meaning set forth in Clause 11.1;

'Performance Guarantee' shall have the meaning set forth in Clause 10.1;

'Price' shall have the meaning as set forth in Clause 5.1;

'Project' means handling of MSW in accordance with the provisions of the Agreement, and includes all works, services, vehicles and equipment relating to or in respect of the Scope of the Project;

'Rs. or 'Rupees' means the lawful currency of the Republic of India;

'Residential Micro Pocket' means a continuous area consisting of around _____*(indicate the average number of waste generating units in the micro pockets as arrived at in the work package)*waste generating units made of households, shops and petty and bigger commercial and institutional units, along with the adjoining roads/streets and the drains situated in those roads/streets. For constituting the work package, average number of the waste generating units in the micro pockets is construed to be ____as given in Schedule A of this Agreement.

'Safety Requirements' shall have the meaning set forth in Clause 15.1;

'Scope of the Project' shall have the meaning set forth in Clause 2.1;

'Scope of Work' means all the works that are required to be carried by the Service Provider for effective handling of MSW and in accordance with the Schedules and other provisions of the Agreement.

'Service Provider' shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

'Specifications and Standards' mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project as set forth and any modifications thereof or additions thereto, as detailed in the documents related to this Tender.

'State' means the State of Andhra Pradesh and 'State Government' means the Government of Andhra Pradesh;

'Taxes' mean any Indian taxes including excise duties, custom duties, value added tax, sales tax, local taxes, Cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

'Tender' or 'Tender Notice' shall have the meaning set forth in Recital (B);

'Termination' means the expiry or termination of this Agreement and the Contract hereunder;

'Termination Notice' means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

'Termination Date' means the date on which the Agreement and the Contract hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

1.3. Interpretation

1.2.2. In this Agreement , unless the context otherwise requires,

f. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement ;

g. References to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement ;

h. Any reference to any period commencing 'from' a specified day or date and 'till' or 'until' a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a working day, then the period shall run until the end of the next working day;

i. Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement shall be in writing under the hand of a duly authorized representative of such Party.

j. The Schedules and Recitals to this Agreement form an integral part of this Agreement.

1.2.4 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Service Provider to the Authority shall be done so free of cost and in three copies and softcopy.

1.2.5 Any word or expression used in this Agreement shall unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.4. Priority of Agreements and errors/discrepancies

1.3.2. This Agreement , and all other Agreement s and documents forming part of this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Agreement , the priority of this Agreement and other documents and Agreement as forming part hereof shall, in the event of any conflict between them, be in the following order:

c) this Agreement ; and

d) all other Agreement s and documents forming part hereof;

1.3.3. In case of ambiguities or discrepancies within this Agreement , the following shall apply:

d) Between two or more Articles of this Agreement , the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;

e) Between the Articles of this Agreement and the Schedules, the Articles shall prevail; and

f) Between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: SCOPE OF THE PROJECT

2.2. Scope of the Project

2.1.3. The scope of the Project (the 'Scope of the Project') shall mean and include, during the Contract Period:

p) Carrying out all the activities detailed in Scope of Work as per the Schedule B of this Service Agreement, on daily basis, in the specified areas as detailed in Schedule A.
q) Providing any or all of the required services in the project areas as per the schedules and service requirements, specified by the Authority from time-to time.
r) Handling any increase in waste generation on account of increase in per capita waste generation.

In order to carry out all the above activities, the Service Provider needs to perform the following:

s) Deploying required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), requisite work force, consumables, and conservancy materials and also undertake comprehensive operations and maintenance as per the specifications given in the Tender and the Service Agreement ;

t) Making use of the vehicles and materials available with the Authority as given in Schedule C of the Service Agreement and holding responsibility for Operations and Maintenance of these vehicles and materials.

u) Deploying the additional numbers of vehicles and materials as given in the same Schedule C of the Service Agreement and holding responsibility for Own/ Hire, Operations and Maintenance of these vehicles and materials.

v) Employing the allocated number of contract workers who are presently working with the Authority as given in Schedule D of the Service Agreement

w) Engaging the additional numbers of workforce as given in Schedule D of the Service Agreement

x) Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the regularly engaged contract workers;

y) Deploying the vehicles as per the requirements of the Project including adequate reserve vehicles and their proper maintenance.

z) Deploying the required number of electronic hardware (RFID reader integrated electronic weighing machines, Android mobile phones, geo tags and RFID cards) according to the technical and procurement specifications as specified by the Authority in Schedule C.

aa) Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.

bb) Providing the required set of Protective Wear to the workers and supervisors with proper identification and ensuring that the employees wear the Protective Wear all the time while on duty as specified in Schedule D.

cc) Implementing the technology based Monitoring and Evaluation (M&E) tools and complying with the methods as prescribed by the Authorityas specified in Schedule C.

dd) Setting up an Office in the _____Municipal Corporation / Municipality Area and appointing fulltime managerial and supervisory staff to fulfil the project obligations and coordinate with the Authority.

2.1.4. **The Service Provider shall have to commence the work within 30 days from signing of the Service Agreement.**

ARTICLE 3: CONDITIONS FOR HANDLING RESIDENTIAL AREA MUNICIPAL SOLID WASTE

3.2. Conditions for Service Operations

3.1.5. The vehicles shall display 'ON _____ MUNICIPAL CORPORATION / MUNICIPALITY DUTY' and telephone number(s) for lodging any complaints. The telephone number(s) should be linked to the Authority's central control room that monitors the services.

3.1.6. In case of any mishap/accident happening on account of operations on the roads or at the place of working, the Service Provider shall take the complete responsibility for the occurrence. The Service Provider is responsible for registering necessary police complaints and attending to further legal procedures and the Authority shall not be made a party to the occurrence.

3.1.7. The Service Provider's work should not affect or stop the traffic flows in the residential areas or on the roads at the time of handling the waste.

3.1.8. The Service Provider shall not put any hindrance to any other works, being carried out on the roads and the residential areas. In case of any dispute, the decision of the Authority shall be final and binding.

ARTICLE 4: THE CONTRACT

4.2. The Contract

4.1.4. Subject to and in accordance with the provisions of this Agreement, the applicable laws and permits, the Authority hereby authorizes the Service Provider to provide the services as set forth herein including the exclusive right and Authority during the subsistence of this Agreement to operate and maintain the Project initially for a period of 3 (three) years commencing from the Project Commencement Date (PCD).

4.1.5. The Authority has an option to renew the contract for an additional period of 2 (two) years at its discretion.

4.1.6. Subject to and in accordance with the provisions of this Agreement , the Service Provider shall:

e) exercise such other rights as the Authority may determine as being necessary or desirable and which it consents to in writing, for the purposes incidental and necessary for the provision of the services;

f) perform and fulfill all obligations under and in accordance with this Agreement ;

g) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations under this Agreement ; and

h) not assign, transfer or sublet or create any lien or encumbrance on this Agreement hereby granted or on the whole or any part of the Project; nor transfer, lease or part possession thereof except as expressly permitted by this Agreement.

ARTICLE 5: PAYMENTFOR THE SERVICES

5.7. The Authority will pay Rs. _____(In Words) every month for the

services rendered on the basis of the lump sum rate (**the 'Price'**) agreed upon as per the Letter of Award (LOA) No. _____ dated_____. The Price shall be inclusive of all taxes. Income tax as per statutory provision shall be deducted from monthly payments to the Service Provider.

5.8. The payment for the month shall be calculated by the following formula:

Payment to be made by the Authority every month = (A – B) (A minus B)

B : Lump sum monthly service fee as mentioned in the LOA; and

B: Amount of penalties for service failures as per schedule E in the Service Agreement.

5.9. In addition, while making the payments, the costs towards the Capital and O&M expenses for the technology enabled M&E Tools and Systems (Android Mobile Phones, Geo Tags, Weighing Scale, and RFID Card) will be deducted as specified in the LOA.

5.10. There will not be any revision of this contract amount during the project period despite any increase or decrease in the fuel prices.

5.11. The Service Provider shall submit to the Authority a monthly invoice by 7th day of succeeding month for the services rendered in the month. The Authority after deducting the penalties levied, if any, shall approve the invoice.

5.12. The Authority shall scrutinize the invoice with reference to the Service Level Performance Scores obtained by the Service Provider (Schedule E) from the M&E Software. Necessary payment to the Service Provider shall be made by the Authority within 7 days from the date of receipt of monthly invoice in accordance with the formula specified in clause 5.2and 5.3. The Authority shall make the payment to the Service Provider by way of bank transfer.

ARTICLE 6: OBLIGATIONS OF THE SERVICE PROVIDER

6.2. Obligations of the Service Provider

6.1.16. Meeting all the costs and expenses arising from capital investments, operations and maintenance of the Project for the entire contract duration and observe, fulfil, comply with and perform all its obligations set out in the Agreement or arising hereunder.

6.1.17. Complying with all applicable laws and applicable permits (including renewals as required in this regard) in the performance of its obligations under the Agreement.

6.1.18. Discharging its obligations in accordance with Good Industry Practices and as a reasonable and prudent entity.

6.1.19. Being solely responsible for all associated expenses like fuel and maintenance expenses and statutory dues such as Sales Tax, Income Tax, VAT, GST, Excise duties, payment to Employee Benefit Funds, etc., arising out of the Agreement and the Authority shall not be liable for the same under any circumstances.

6.1.20. Engaging on its roll the categories of personnel, as indicated in Schedule D and strictly adopt the procedures:

ix. Get labor license from the Labor Department on the name of the Service Provider which is agreed upon under this Agreement.

x. Get the Service Provider registered under PF and ESI as per regular norms.

xi. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the M&E system will be considered authentic for monitoring the attendance of the workforce.

xii. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.

xiii. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.

xiv. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.

xv. Accept and engage all the PH employees provided by the Authority without any deviation.

xvi. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.

6.1.21. Providing to all the employees regularly engaged in the Project, as indicated in Schedule D, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.

6.1.22. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.

6.1.23. Providing uniforms, safety wear, etc., as given in Schedule D .The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.

6.1.24. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.

6.1.25. In addition to those employees as indicated in Schedule D, engaging adequate number of *reserve* employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the *reserve workers*.

6.1.26. Not employing any person below the age of eighteen years in the Project.

6.1.27. Making the Project known, promoted, displayed and advertised in the name of _____ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.

6.1.28. Organizing health check up every three months for all workers.

6.1.29. Taking all the reasonable steps to protect the environment.

6.1.30. Fulfilling the following responsibilities at its own cost and expense:

g. The liability of any damage or loss in case of death or injury to any person engaged in the Project shall be the sole responsibility of the Service Provider and the Authority shall not in any manner be a party to or responsible for such damages or losses.

h. Ensure, procure and comply with all applicable permits and laws in the performance of the obligations under the Agreement.

i. Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement ;

j. Ensure that the persons engaged by it in the performance of its obligations are properly trained for their respective duties.

k. Comply with the provisions of the Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labor (Regulation and Abolition) Act 1970, Payment of Wages Act 1936, and Employer's Liability Act 1938and any other Act or enactment relating thereto and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Authority may at its discretion terminate the Agreement.

l. Also be liable for any pecuniary liability arising on account of violation of the provisions of the Acts.

ARTICLE 7: OBLIGATIONS OF THE AUTHORITY

7.2. Obligations of the Authority

The Authority agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the applicable laws, the following:

e) Hand over the vehicles and materials as indicated in Schedule – C after ensuring that they are in working condition, and make available the outsourced/contract labour already engaged by the Authority as indicated in Schedule – D to the Service Provider for use in the Project operations;

f) Periodically renew without fail, the insurance cover and pollution under control certificate for the vehicles owned by the Authority, as per applicable RTO norms.

g) Support, cooperate with and facilitate the Service Provider in operation of the Project in accordance with the provisions of this Agreement ;

h) Support, cooperate and facilitate the Service Provider in procuring applicable permits and approvals and their renewals, if any, from various Government Authorities and utilities; and

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.2. Representations and Warranties of the Service Provider

The Service Provider represents and warrants to the Authority that:

f) it is duly organized and validly existing under the laws of India, and has full power and Authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

g) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement ;

h) it agrees that this Agreement constitutes legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations hereunder;

i) it agrees that this Agreement is subject to the laws of Andhra Pradesh and India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under; and

j) it reiterates that the information furnished in the Bid and as updated till the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

8.3. Representations and Warranties of the Authority

The Authority represents and warrants to the Service Provider that:

b) it has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement , exercise its rights and perform its obligations, under this Agreement.

ARTICLE 9: DISCLAIMER

9.2. Disclaimer

9.1.5. The Service Provider (Entity) acknowledges that prior to the execution of the Agreement , it has carefully examined and made an independent evaluation of the Scope of Work for the Project, Specifications and Standards, the Site conditions, and such other information as provided in the Tender document or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of risks, challenges and hazards as are likely to arise or may be faced by it during the course of performance of its obligations. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Authority in this regard.

9.1.6. The Service Provider acknowledges and hereby accepts the risks of inadequacy, mistake or error in or relating to any of the matters set forth in Article9.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider, its associates or any person claiming through or under any of them.

9.1.7. The Parties agree that any mistake or error in or relating to any of the matters set forth in the Tender document shall not vitiate the Agreement, or render it void.

9.1.8. Except as otherwise provided in the Agreement, all risks relating to the Project shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 10: PERFORMANCE GUARANTEE

10.2. Performance Guarantee

10.1.4. The Service Provider shall for the performance of its obligations during the Project period, provide the Authority within 21 days from the date of signing of Agreement , an irrevocable and unconditional Bank Guarantee from a Schedule Bank for 5% of the Annual Contract Value amounting to Rs._____ (Rupees_____only)and in the form set forth in Schedule F.

10.1.5. Notwithstanding anything contained in the Agreement, the Authority may encash the Earnest Money Deposit (EMD) and appropriate the proceeds thereof to its account as damages, if the Performance Guarantee is not provided by the Service Provider within a period of 21 days from the date of signing of the Agreement.

10.1.6. Thereupon all rights, privileges, claims and entitlements of the Service Provider under or arising out of the Agreement shall be deemed to have been waived and the Agreement shall be deemed to have been terminated.

10.3. Appropriation of Performance Guarantee

Upon occurrence of a default during the contract period, or failure to meet any conditions, the Authority shall without prejudice to its other rights and remedies in the Agreement or in law, be entitled to encash and appropriate the relevant amounts from the Performance Guarantee as damages for such Service Provider's default(s) or failure(s) to meet the service levels as detailed in this Agreement. Upon such encashment and appropriation from the Performance Guarantee, the Service Provider shall, within 30 (thirty) days thereof, replenish in case of partial appropriation, to its original level the Performance Guarantee and in case of appropriation of entire Performance Guarantee provide a fresh Performance Guarantee as the case may be, and the Service Provider shall, within the time so granted, replenish or furnish fresh Performance Guarantee as aforesaid failing which the Authority shall be entitled to terminate the Agreement.

ARTICLE 11: PROJECT COMMENCEMENT DATE

11.3. Project Commencement Date (PCD)

After the Service Provider has signed the Agreement, submitted the Performance Guarantee, mobilized the vehicles and the required manpower, taken the permits and approvals required as per law, and submitted an action plan on how the MSW will be collected and transported to the designated place(s), the Authority shall notify a Project Commencement Date (PCD) under the provisions of the Agreement. It should be ensured that the PCD occurs within 30 days of signing the Agreement.

11.4. If the Service Provider does not commence the work on or before the PCD, the Agreement stands terminated and further action is initiated by the Authority.

ARTICLE 12: CHANGE OF SCOPE

12.2. **Change in Work Quantities**

The Authority reserves the right to increase/decrease the number of Micro Pockets to an extent of 10% (in situation such as increase/decrease in the waste generating units or merger of new areas or demerger of areas) during the tenure of the Project Period with the approval of the Government. In such case(s) the Service Provider shall have to extend the services as per the terms & conditions of this Agreement to the additional Micro Pockets.

The payment for such additional works shall be at pro-rata to the Price as detailed in this Agreement. For the sake of illustration, if 10 (ten) additional Micro Pockets have been added to the original number of 100 (hundred) Micro Pockets; the Price considered for covering additional Micro Pockets shall be as under:

Price for the entire services = Price X(100+10) ÷ 100

ARTICLE 13: OPERATION AND MAINTENANCE

13.2. Operations and Maintenance Obligations of Service Provider

13.1.4. In consultation with the Authority, evolving a final Work Plan including the methodology for collection and deposit of waste, preventive maintenance of the all vehicles and taking care of all safety requirements. The final Work Plan has to be submitted to the Authority within 5 (Five) days from signing of the Service Agreement. It should show detailed operational procedures including a list of Do's &

Don'ts.

13.1.5. Door-to-door and gate-to-gate collection of municipal solid waste from the residential area waste generators, using primary collection vehicles (pushcart, tricycles or battery operated autos that are designed to be environmentally friendly, of higher productivity and ergonomical), that can transport HDPE waste collection bins, and tarpaulin bags.

13.1.6. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle. The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package.

13.1.25. Allocation of sufficient number of motorized secondary transportation vehicles (3 ton to 5 ton capacity tucks) with a minimum of one vehicle for a cluster of 15 micro pockets. Making provision in the secondary transportation vehicles for bulk transportation of waste in three separate categories (wet, dry and hazardous) without any mix up till the place of disposal as specified by the Authority.

13.1.26. The primary and secondary transportation vehicles and waste carrying bins and bags should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.

13.1.27. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.

13.1.28. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.

13.1.29. The ownership of the waste lies with the Authority. The Service Provider cannot sell or pilfer the waste other than the permitted dry waste. The Service Provider is

permitted to take away all the collected dry waste free of cost, as a special consideration for providing quality services. However, this can be done only after proper weighing at the micro pocket transfer point level. The Service Provider is required to make suitable arrangements to recycle the dry waste using systematic methods and should not indiscriminately dump the waste anywhere either inside or outside the boundaries of the ULB. The Service Provider is required to submit monthly reports to the Authority on how the dry waste is finally disposed for recycling with suitable contractual / sales information.

13.1.30. Suitable route planning (for secondary transportation) should be done for directly transferring the waste from the bins into the secondary transportation vehicles at the fixed micro pocket transfer points. A principle of '***Waste-Not-Touching-the-Ground'*** during collection and transportation should be adopted.

13.1.31. Deploying the vehicles and materials including the technology based M&E Tools and System as detailed in Schedule C. Maintaining the M&E Tools and System and keep them in operational condition throughout the Project period.

13.1.32. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the M&E System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket.

13.1.33. For the micro pockets, the timings of arrival of the secondary transportation vehicles at the transfer points shall be planned. The micro pocket workers shall synchronize their reporting at the transfer points, at fixed timing to transfer the waste into the secondary transportation vehicles directly.

13.1.34. The secondary transportation routes shall be planned to suit collection of waste from the adjoining micro pockets also, to optimize the route plan and vehicle utilization.

13.1.35. Ensuring placement of safety device(s) and signage(s) at work site during working hours, as per MORT&H [Ministry of Road Transport & Highways] Specification.

13.1.36. Each secondary transportation vehicle shall be provided with an android mobile phone which will be loaded with the M&E Mobile App by the M&E Software solution provider (arranged by the Authority). This Mobile App will serve as GPRS vehicle tracker for real time monitoring of the work done in the designated places.

13.1.37. Ensuring that all the gadgets (geo tag, android mobile phone, weighing machine and associated electronic display panels) shall always be in working condition and fully electric power charged.

13.1.38. Taking insurance for the vehicles and complying with applicable RTO norms. The Service Provider shall pay all RTO related expenses such as taxes, permit fee, Pollution under Control certificate etc., for all the vehicles owned by the Service Provider.

13.1.39. Carrying out the required repairs and maintenance of all the vehicles including the vehicles owned by the Authority at periodic intervals at its (Service Provider) own cost and the Authority is not responsible for the same.

13.1.40. Replacement of spare parts shall be done as per the Original Equipment Manufacturer (OEM) manual of the equipment / vehicles.

13.1.41. In the event that the Service Provider fails to repair or rectify any defect or deficiency in maintenance requirements within the period specified therein, it shall be deemed to be in breach of the Agreement and the Authority shall be entitled to recover damages as estimated by the Authority, until the breach is fixed.

13.1.42. Recovery of such damages shall be without prejudice to the rights of the Authority under the Agreement, including the right of Termination thereof.

13.1.43. Maintaining sufficient stock of the consumables required for smooth and efficient operations.

13.1.44. Ensuring that the vehicles are kept clean and tidy during the operations. Washing of vehicles should be done regularly.

13.1.45. As a private employer, the Service Provider has the Authority to initiate appropriate disciplinary actions, after giving notices will have to remove any person employed on the work if so desired by the Authority for misconduct,

misbehavior, or for such other reasons.

13.1.46. The Service Provider shall follow all existing rules and regulations of the Government pertaining to contract workers as amended from time to time without entitling him for any extra monetary claim from the Authority on this account.

13.1.47. The Authority shall review the data logs of the Service Provider on monthly basis. Data logs are to be prepared by Service Provider in discussion and consultation with the Authority which shall cover attendance, GPS reports, duty slips, and repair and maintenance, spare parts replacement among other things; and

13.1.48. Complaints raised by the public, itself and other stakeholders will be referred to the Service Provider by the Authority, for redressal within 24 hours. Process specified by the Authority shall be followed for this purpose.

ARTICLE 14: PENALTY

14.3. Ifit is found that the allocated areas are not cleaned and maintained and waste is not collected and transported as per the scope of the work defined in this Agreement , the Authority shall levy penalty for such service failures and deduct the same from the monthly payment to the Service Provider, as per the formula prescribed in Schedule E of this Agreement

14.4. The service delivery efficiency shall be monitored by the Authority using the M&E System which is based on assessment of Service Provider's Key Performance Indicators and Service Level Benchmarks as detailed in Schedule E of this Agreement

ARTICLE 15: SAFETY REQUIREMENTS

15.2. Safety Requirements

The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Permits and conform to Good Industry Practices for securing the safety of the Public, Employees and Equipment.

ARTICLE 16: MONITORING OF OPERATIONS AND MAINTENANCE

16.3. Monitoring and Evaluation System

The technology enabled Monitoring and Evaluation System (M&E Systems), including all its hardware and software functionalities deployed by the Authority is applicable to monitor the performance efficiency of the service provider in all the key performance indicators as given in Schedule –E of this Agreement.

16.4. Monthly Status Reports

During the Project Period, the Service Provider shall within 7 (seven) days of the close of each month, furnish to the Authority a monthly report, providing details of the works executed in the manner specified by the Authority.

ARTICLE 17: INSURANCE

17.3. Insurance during Contract Period

The Service Provider shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required or considered prudent in accordance with Good Industry Practice and the Applicable Laws.

17.4. Application of Insurance Proceeds

The proceeds from all insurance claims, except life and injury: shall apply for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project whose cost was wholly borne by the Service Provider.

ARTICLE 18: FORCE MAJEURE

18.4. Force Majeure

As used in this Agreement , the expression 'Force Majeure' or 'Force Majeure Event' shall mean occurrence in the state of Andhra Pradesh which affects the performance by the Party claiming the benefit of Force Majeure (the 'Affected Party') for its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not

have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

18.5. Force Majeure Event

It shall mean one or more of the following acts or events:

d) Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion.

e) any civil commotion, political agitation, riot, blockade; and

f) Any event or circumstances of a nature analogous to any of the foregoing.

18.6. Duty to report Force Majeure Event

Upon occurrence of a Force Majeure Event, the service provider shall report such occurrence, in writing to the Authority, detailing the affect(s) on the Service Delivery.

18.6. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

18.7. Excuse from performance of obligations

If the service provider is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event.

Provided that the service provider shall make all reasonable efforts to mitigate or limit damage to the Authority, arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

ARTICLE 19: TERMINATION

19.3 Termination for Service Provider's Default

19.1.3 Save as otherwise provided in this Agreement , in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (fifteen) days, the Service Provider shall be deemed to be in default of this Agreement (a 'Service Provider Default'), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

d) The Performance Guarantee has been encashed and appropriated by the Authority in accordance with Clause 10.2 and the Service Provider fails to replenish or provide fresh Performance Guarantee within a Cure Period of 15 (fifteen) days;

e) The Service Provider abandons or manifests intention to abandon the Project without the prior written consent of the Authority for a continuous period of 2(two) days and such default is not rectified within 2 (two) days from the receipt of notice from the Authority, or

f) The Service Provider is in breach of the O&M Requirements and Performance Benchmarks. Continuous failure to achieve overall 80% satisfaction in all the service indicators for three subsequent months as per formula conditions in Schedule - E.

f) The Service Provider has failed to fulfill any obligation, for which Termination has been specified as the only remedy available to the Authority in this Agreement ; or

g) The Service Provider commits a default in complying with any other provision of this Agreement, and if such default causes inconvenience to the public, with adverse impact on the Authority.

19.1.4 Without prejudice to any other rights or remedies which the Authority may have under this Agreement , upon occurrence of a Service Provider's Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice,

the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 10 (Ten) days to the Service Provider to make a representation, and may after the expiry of such 10(Ten) days, whether or not it is in receipt of such representation, issue the Termination Notice.

19.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

c) be deemed to have taken possession and control of the Project forthwith;

d) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering the Service Area.

ARTICLE 20: ASSIGNMENT AND CHARGES

20.2 Restrictions on assignment and charges

This Contractual Agreement shall not be assigned by the Service Provider or the Authority to any other person(s) or agency or agencies.

ARTICLE 21: LIABILITY AND INDEMNITY

21.5 General indemnity

The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority's Instrumentalities and Authority owned and/or controlled entities/enterprises, (the 'Authority Indemnified Persons') against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost or expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Service Provider to any area in the service package, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority or Authority Indemnified Persons.

21.6 Indemnity by the Service Provider

21.2.1 Without limiting the generality of Clause 21.1, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any or all loss and/or damages arising out of or with respect to:

d) failure of the Service Provider to comply with Applicable Laws and Permits;

e) payment of taxes required to be made by the Service Provider in respect of the income or other taxes; or

f) non-payment of amounts due as a result of materials or services furnished to the Service Provider which are payable by the Service Provider or any of its assignees.

21.7 No Consequential Claims

Notwithstanding anything to the contrary contained in the Article 21, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

21.8 Survival on Termination

The provisions of this Article 21 shall survive Termination.

ARTICLE 22: DISPUTE RESOLUTION

22.3 Dispute resolution

22.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the 'Dispute') shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 22.2.

22.1.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree

to provide each other, reasonable access during normal business hours to all non-privileged records, information and data pertaining to such disputes.

22.4 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Principal Secretary to Government, Municipal Administration and Urban Development (MA&UD), Government of Andhra Pradesh for amicable settlement / Conciliation. The decision of the Principal Secretary is Final and binding on both the parties

ARTICLE 23: REDRESSAL OF PUBLIC GRIEVANCES

23.2 Redressal of complaints

23.2.1 The Service Provider shall attend to Public complaints promptly and reasonable actions are to be taken for redressal of each of the complaints. It shall have to maintain a register wherein the details of all the complaints and the actions taken are entered including the time taken for closing the complaint and such other information as specified by the Authority.

23.2.2 The service provider shall comply with the processes stipulated in the mobile based technology application *'Pruaseva'* administered by the Authority while attending to the complaints and grievances of the public.

23.2.3 Within seven days of the close of each month, the Service Provider shall send the Authority details of the complaints and grievance redressal record in electronic form (at the authorized email address). Upon perusal of this record, the Authority shall in its discretion, advise the Service Provider to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

ARTICLE 24: MISCELLANEOUS

24.10 Governing law and jurisdiction

The Agreement shall be governed by the laws of India, including but not limited to the laws of Government of Andhra Pradesh and rules and regulations in force and as amended from time to time; and the Courts in the jurisdiction of Andhra Pradesh shall have exclusive jurisdiction in all matters under this Agreement.

24.11 Survival

24.11.1 Termination shall:

c) not relieve the Service Provider of any obligations hereunder which expressly or by implication survive Termination hereof; and

d) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

24.11.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

24.12 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

24.13 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable; the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such

invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

24.14 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Service Provider and the Authority or to impose any other partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party.

24.15 Third Parties

This Agreement is intended solely for the benefit of the Service Provider and the Authority and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

24.16 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

24.17 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

24.18 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND SIGNED, SEALED AND

DELIVERED

For and on behalf of THE AUTHORITY OF	For and on behalf of the SERVICE PROVIDER
(Signature) (Name) (Designation)	(Signature) (Name) (Designation)

In the presence of Two Witnesses:

For and on behalf of THE AUTHORITY OF	For and on behalf of the SERVICE PROVIDER
1. (Signature) (Name) (Designation) 2. (Signature) (Name) (Designation)	1. (Signature) (Name) (Designation) 2. (Signature) (Name) (Designation)

SCEHDULES

Schedule –A-1

1. **A base Map of the Urban Local Body, clearly indicating the Micro pockets and wards to be served and the designated place to which the waste should be carried for temporary storage and further processing** *(ULB to provide details of places for depositing wet organics, road and drain silt- inert materials and hazardous waste separately)*

Schedule A-2

Micro Pocket wise Indicative Work Quantities included in the Work Package *(Full List of all Micro Pocket level details for this work package to be given by the ULB in this Table)*

Work Package No. _____ (_____ no. of micro pockets)

Residential Waste Generated from the Micro pockets included in this work package (Considering 5 members per household): _____Tons per day

Total Waste Generated through Street Sweeping & Litter picking : _____Tons per day

Residential Area Details										**Main Roads and Other Public Places – for Sweeping, Litter Picking and Drains Cleaning**		
Sl. No.	Ward No	Micro Pocket No.	No .of Gates	No of Waste Generators (Households , petty shops, street vendors and bigger Commercial and Institutional units)	Names of the locality / roads, streets, lanes and Bi- lanes	Start Point of the Micro Pocket with Landmarks	End Point of the Micro Pocket with Landmarks	Street Sweeping	Drains Cleaning	Main and Arterial Roads and other Public Places Length (in meters)	Shallow Surface Drains Length (in meters)	Road Sweeping and Drains Cleaning Schedules
								Length of the Streets, lanes and Bi lanes (in meters)	Length of the shallow surface drains (in meters)			
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**	**(10)**	**(12)**	**(13)**	**(14)**	**(15)**
1												
2												
3												
4												
5												
n												

SCHEDULE – B

SCOPE OF WORK AND CONTRACT AWARD CONDITIONS

20.4. The scope of work includes all the activities detailed below and those which may be agreed upon at the time of finalising the Service Agreement by the successful Bidder. The micro pocket areas and locations included in this work package for carrying out the below mentioned activities are as detailed in the base map and Table as Schedules A1and A2 - of this Service Agreement.

- Collection of source segregated solid waste (wet, dry and hazardous waste separately) at the gates or doors of the households, shops, street vendors and from the commercial and institutional areas bulk waste generators on daily basis.

- Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks, and any such public areas and structures abutting the given micro pockets on daily basis;

- Cleaning and removal of garbage, litter, silt or any blockages from the street side shallow surface drains as identified by the authority in Schedule –A2 (other than underground sewerage and storm water drains) on daily basis;

- Cleaning and removal of plant and tree trimmings, fallen leaves and any other green waste in the above said areas

- Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps and/or any other vector control activities;

- Collection of Construction & Demolition (C&D) debris, silt, inert, loose stones, and such other material from the residential and commercial areas at their source points as and when the Authority directs to do so with prior intimation of ___ days' notice.

- Collection of source segregated bulk waste from appointed locations of public places such as bus stations, railway stations, municipal grounds, parks and similar such public areas. The responsibility of premises sweeping,

organizing separate waste collection bins and bringing the waste in a separated manner to a place of handing over to the Service Provider of this work package, lies with the owners and the management of these premises. The service provider's responsibility is limited to collection of the bulk waste from an appointed location at these premises and not undertaking internal sweeping or litter picking within these premises.

- Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, C&D materials processing facility and landfill facility on daily basis, as specified by the Authority from time-to time. All the collected waste of all types should be transferred to the designated locations, for every trip of transportation on daily basis, irrespective of the two way trip distance.

- While transferring the waste from residential area micro pockets to the secondary transportation vehicles, undertake weighment of the wet, dry and hazardous waste separately, for each micro pocket trip, by using the electronic weighing scales as specified by the Authority.

- Transfer the drain and road sweeping silt, in separate vehicles without mixing it with wet, dry or hazardous waste to the designated places as specified by the Authority from time-to time.

20.5. In order to carry out all the above activities, the Service Provider needs to fulfill the undermentioned obligations. To ensure that all the undermentioned responsibilities are fulfilled without fail and to be in contact with the Authority on regular basis, for all communications related to the project, the Service provider shall appoint a Work package Manager with suitable qualifications and experience.

Handling of Solid Waste Collection and Transportation Activities

cix. Deployment of the indicated number of sanitary workers, loaders, drivers and supervisors of both categories as given in Schedule-D. Viz., a) allocated number of temporary contract workers who are presently working with the Authority; b) additional workforce.

cx. Deployment of required number of supervisors in the ratio of One supervisor for a cluster of 15 micro pockets

cxi. One manger to be employed for managing the responsibilities of the entire package activities

cxii. Deployment of required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), consumables, tools and implements and conservancy materials as per the specifications given in Schedule-C of this Service Agreement.

cxiii. Keeping the required number of workers on reserve as badly workers and supervisors to be deployed in the instances of the absenteeism by the work force.

cxiv. Keeping adequate number of reserve vehicles so that work is not hampered.

cxv. Delivering Services as follows:

a. Sanitary workers shall collect source segregated solid waste at the doors / gates of the households, shops and street vendors in the micro pocket areas and the commercial area shops and establishments, every day at specified time schedules as agreed upon with the Authority.

b. The municipal solid waste shall be collected by the sanitary workers in differently colored bins and tarpaulin bags. Wet organic waste shall be collected in the three green bins kept in the push cart / battery operated autos. The dry and recyclable waste shall be collected in the tarpaulin bags kept in the push carts / battery operated autos. The hazardous waste shall be collected in the red bin (1 no.) kept in the push cart / battery operated autos.

c. Sanitary workers are required to politely insist that the waste is given to them by the waste generators in a source separated manner. In case the waste generators resist giving the waste in segregated manner, the sanitary workers can refuse to accept the waste and immediately report to their supervisors for necessary actions.

d. After collecting all the waste in the above manner, the sanitary workers are required to move the waste filled bins and tarpaulin bags in the push carts / battery autos to the designated micro pocket transfer points.

e. The service provider shall undertake an optimal route planning for secondary collection trucks and allocate fixed time schedules and

micro pocket collection points and ensure that the schedules are maintained on daily basis as planned.

f. Loaders allocated for each secondary transportation truck shall transfer the waste directly from the bins in to the truck. The wet organic waste shall be transferred into the body part of truck. The hazardous waste shall be transferred into the red bins kept in the truck in a corner. The dry recyclables should be transferred to the tarpaulin bags kept in the truck. While transfer and during the transportation it should be ensured that the three categories of waste do not get mixed up.

g. The sanitary workers and the loaders shall ensure that the waste is always collected and carried in the allocated bins and bags and transferred directly in the truck as specified above. They must adopt a principle of ***'Waste-Not-Touching-the-Ground'*** during collection and transportation.

h. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the M&E System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket. The RFID identification cards for each micro pocket shall be carried in the truck and safe keeping of these will be responsibility of the drivers. The loaders shall identify the micro pocket numbers painted on the bins and the tarpaulin bags and use the matching RFID card to tap on the weighing scale to get the RFID id number recognized by the weighing scale while uploading the weighment data to the M&E server directly by the weighing scale, without any manual intervention for weighment recording.

Handling of Sanitation Activities

cxvi. Sanitation workers shall undertake the maintenance of sanitation activities in the afternoon schedules as notified by the Authority.

a. Cleaning and removal of garbage, litter, silt or any blockages from the street and road side shallow surface drains including clearing of the garbage and choking under the covers of the drains in front of houses, shops and other public places (other than underground sewerage and storm water drains) on daily basis. All the drains that are maintained by the Public Health section in the municipality, within the work package limits shall be covered by the service provider under this Service Agreement.

b. Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks and any other open public areas and structures abutting the given micro pockets and as given in Schedule-A2 of this Service Agreement on daily basis.

c. Cleaning and removal of plant and tree trimmings, fallen leaves and any other garden waste in the residential areas from all above mentioned locations within the work package limits.

d. Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps, uprooting of weeds alongside the roads and streets and from all above mentioned locations within the work package limits.

e. Carrying out Vector control activities at the schedules and locations as specified by the Authority.

Waste Transportation

cxvii. The Service Provider is obligated to:

a. Transporting all the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard,

landfill facility on daily basis, as specified by the Authority from time-to time.

b. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.

c. The waste carrying bins and bags should be made of HDPE material and the primary and secondary transportation vehicles should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.

d. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.

e. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle (push cart or battery auto). The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package

Workforce Management Obligations

cxviii. The service provider shall engage on its roll the categories of personnel, as indicated in Schedule-D and strictly adopt the stipulated procedures:

ee. Employing the allocated number of contract workers who are presently working with the Authority and also engaging the additional workforce as given in Schedule-D.

ff. Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the workers.

gg. Get labor license from the Labor Department on the name of the Service Provider as per the Service Agreement.

hh. Get the Service Provider registered under PF and ESI as per regular norms.

ii. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the M&E system will be considered authentic for monitoring the attendance of the workforce.

jj. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.

kk. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.

ll. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.

mm. Accept and engage all the PH employees provided by the Authority without any deviation.

nn. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.

cxix. Providing to all the employees regularly engaged in the Project, as indicated in Schedule-D, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.

cxx. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name,

Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.

cxxi. Providing uniforms, safety wear, etc., as given in Schedule-D. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.

cxxii. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.

cxxiii. In addition to those employees as indicated in Schedule-D, engaging adequate number of ***reserve*** employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the ***reserve*** workers.

cxxiv. Not employing any person below the age of eighteen years in the Project.

cxxv. Making the Project known, promoted, displayed and advertised in the name of _____ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.

cxxvi. Organizing health check up every three months for all workers.

Operations and Maintenance Obligations

cxxvii. Deploying and maintaining the required number of electronic hardware (electronic weighing machines integrated with RFID reader, Android mobile phones, Geo Tags and micro pocket RFID cards) according to the technical specifications as given in Schedule-C, and also as specified by the Authority as per the conditions of State level M&E system .

cxxviii. Using appropriate primary collection vehicles like push carts and autos in suitable ratios depending on dimensions of the street for easy collection and shifting of waste efficiently.

cxxix. Having built in announcement (audio) system to announce about

m. The door-to-door / gate-to-gate collection system
n. Source separation of waste into dry, wet and hazardous categories
o. Handing over the waste to the public health service staff in three separate categories without mixing of the waste
p. Hazardous waste such as diapers, sanitary napkins and medical waste to be wrapped in paper or paper covers and handed over separately

cxxx. Carrying appropriate bell ringing / audio system with limits of permissible decibels in the primary collection vehicles to announce the arrival of the waste collection vehicles.

cxxxi. Taking all measures to comply with Municipal Solid Waste Rules, 2016 & National Green Tribunal Directives as amended from time to time in handling MSW during the Contract Period.

cxxxii. Maintaining a Complaint Register for registering the grievances of the waste generators and other stakeholders and creating a common communication point-
E-mail id, phone number, social media etc., to enable the public and the Authority to provide feedback, information and lodging of complaints.

cxxxiii. Maintaining a record for the total service package, of service delivery details, incidents like service failures, breakdown of vehicles, and non-cooperation of the public in handing over the waste in separated categories. Recording or reporting should be backed up with sufficient evidence. The recorded information shall be submitted to the Authority as a weekly report, in the specified format.

cxxxiv. Ensuring that all the collection and transportation vehicles, tools and implements are cleaned, washed and disinfected regularly.

cxxxv. Painting the vehicles in green colour with the number of the work package, and areas covered along with the name and contact numbers of the Service Provider and the Authority.

cxxxvi. In coordination with the Authority, ensuring that the waste generators comply with the prescribed MSW handling rules and practices.

cxxxvii. Cooperating with the Authority to involve Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs), City Sanitation Task Force

(CSTF), Local Resource Persons and other Volunteers and Service Organizations, for handling and promoting good waste management practices in the manner prescribed by the Authority.

cxxxviii. Providing and ensuring that all the staff deployed in the services wears the protective dress such as uniforms, gloves, shoes/boots, masks etc., including their photo identity cards while on duty, as specified by the Authority.

cxxxix. Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of both employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.

cxl. Implementing the technology based Monitoring and Evaluation (M&E) tools and all the components and systems and comply with the methods as prescribed by the Authority.

cxli. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation.

cxlii. Adopting environment friendly and environment promotional methods in the work practices

cxliii. Involving the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices

cxliv. Gaining community appreciation for good sanitation and solid waste handling practices

SCHEDULE – C
Details of Vehicles and Material Requirements including M&E Hardware

Material Quantities to be deployed in the Work Package			
Sl. No.	**Items and Specifications**	**To be provided by the Authority (Only O&M Responsibilities)**	**To be procured by the Service provider (Capital Purchase and O&M Responsibilities)**
Waste Collection and Transportation Items (Set for all the three years)			
01	**Push Cart:** Overall size 1.2 x 0.90 x 0.85mtrs. (for carrying 4 Nos. 60 Ltrs. Bins type). Box Frame; Iron Box Frame Size: 90 Cms. x 40 Cms. x 40 Cms. for bins placement and providing 20 gauge G.I. sheet bottom three sides and providing front door with lock system. Bottom supporting angulars: 25mm x 25mm x 3mm and supporting flats 20mm x 3mm Protection of bins using heavy duty fiber wheels Front: 2 Wheels Heavy Duty Rubber wheels of size 30cms x 7.5cms dia with bearings. Rear: Rotation wheels 2 Nos. rotation wheels with brackets of size 25 cms x 5 cms. with bearings Axle: 25mm dia rod; Having round pipe handle including cost of material, labour, transport, painting, with one coat red oxide, and two coats enamel paint, lettering / stickering, numbering and all taxes etc. complete as per sample available in P.H. Section. The weight of the Push Cart is 45 Kgs. as per specification and delivery at ULB +5% tolerances will be allowed as directed by the departmental officers.		

02	**Secondary Transportation Vehicle:** Tractor Trucks Manufactured in 2011 onwards along with Hydraulic trailer of minimum 3 tonne capacity including fuel crew and maintenance charges and consumables extra complete for conveying the solid waste daily from Micro pocket to the designated place/ specified place by the ULB.		
03	**60 Ltrs. Bins (HDPE) :** Unbreakable/break resistant Plastic Bins 60 Ltrs capacity with Lid (Top Outer Dia 47cm inner dia 42cm bottom outer dia ; 30 cm. outer height 53cm weight of the bin 2.5 kgs. to 2.8 kgs. of Varsa Brand / Neelkamal / Sintex / Aristo etc. or equivalent Standard Make / ISI /including cost of material, labour, transport charges, lettering and numbering etc.,complete as per sample available in P.H. Section as per standard.		
04	**Tarpaulin Bags:** 85 X 56 cms outer- Tarpaulin Fabric with 50 Microns, The bag shall be double stitched,		

	Electronic Hardware for Monitoring and Evaluation (M&E) Tool (Set for all the three years)	
01	**Android Mobile Phone :** (For GPS based Vehicle Tracking, Weighment information uploading and worker attendance monitoring); Screen Size: 4.5' - 5.5'(minimum); Ram: 2 GB Min; Card Slot: Required; Battery: 2500+ MAH; 4G supported; Camera:8 mp ;(Required Software Application will be separately installed by M&E Solution Provider) One Phone for each Secondary Transportation Vehicle and the Supervisor	An estimated cost value for these items is budgeted in the Project Cost Value. As the Service provider is not required to purchase these items, the amounts allocated for these items will be deducted from the monthly
02	**Weighing Machines:** For Weighing the quantities of Wet, Dry and Hazardous waste at each Micro pocket and Trip. Integrated with electronic display for indicating the different types of waste and RFID reader to recognize the RFID chip with micro pocket ID (One for Each Tractor)Maximum capacity 100kg, accuracy(error) 20gm; Class-III, BIS & ISO certified weighing scale; Platter size 400mmx400mm ; The scale should be equipped with automatic wireless data transfer system	

03	**Geo Tags :** For Monitoring the Staff movement in the allotted work areas (One for each Worker - with the specifications- Screen - OLED display ; GPS - (-159DB); LBS - L1, 1575.42MHZ C/A code; GPRS - 850/900/1800/1900; - Mirco SIM standard; Battery - Lithium battery 400mAH; Standby time - About 70 hours; Calling from the device to central Office; Emergency call button/ SOS; G-Censor - in three axis; Remote monitoring; GPS+LBS+WiFi positioning; One-key first-aid;One-Key Emergency call button; Safety fence; Low battery alarm	payments of the Service Provider. The required M&E devices to be deployed in the operations by the Service provider will be provided by the M&E Hardware Provider as notified by the Government.
04	**RFID Chip** integrated with Micro pocket ID card (one for each Micro pocket)	

Tools and Implements (Set for one year)		**To be procured by the Service provider (Capital Purchase and O&M Responsibilities)**
01	**Tubs (*Gamelalu*) :** Made with 14-18 gauge G.I. sheet of 12''-15"Dia. with SSI unit Certificate	
02	**Hand Spades:** 'Spades with Handles (Chetiparalu)' made with 16 Guage G.I. sheet of 12'' x8' size	
03	**Drain cleaning spades (small):** 20 x 10 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
04	**Drain cleaning spades (big):** 23 x 13 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3 mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed	
05	**Four teeth long Handle Forks (Dantenalu):** Made of 14 mm MS rod length 26 cm bend to form as form (hook) of size 16 cm length bend portion and 2 extra 16 cm size hooks firmly welded	

	with ring around the rod to make as 4 forks and further having 3 mm thick and 25 mm dia and length of 4 cm MS pipe properly fixed welded and fixed with about 150 to 155 cm size strong solid straight Bamboo sticks fixed firmly with nails. Tolerance 5% allowed	
06	**Iron scrapers:** Made of 18 gauge new iron sheet with 15 cm width and 23 cm length and 20 mm folded at one side. Tolerance 5% allowed	
07	**Sickle (Kodavali) For cutting grass and shrubs:** Shall be in the appropriate set of sharpened wood and sheet-steel fists	
08	**Iron Crow bar:** Iron crow bar of size 25 mm dia steel bar and 160 cm with one side sharp edge. Tolerance 5% allowed	
09	**Heavy Knives:** In good quality of Kattulu (Kaman Kattulu) weight 700gms with handle	
10	**KNAP SACK Sprayer:** MS 37 Shoulder mounted engine, Discharge- 0.5 to 20 LPM, Tank capacity of 15 lts, Cylinder type High density polyethylene. ISI Brand	
11	**Broom Sticks:** Malabar type of Dark strands which should be more than 3 feet and stuck without leaves.	
12	**Disinfectant Spraying to be used per Micro Pocket:** Dry lime, smooth and white lime powder , Bleaching: 33 1/3% Chlorine, ISI Mark – 1065' - 30KG / Month per Micro pocket	
13	**Vector Control to be used per Micro Pocket:** Temphos (Abate) - EC50 with BIS standards – 0.5 ltrs / Month per Micro pocket	
14	**Vector Control (Anti-larvae oil) to be used per Micro Pocket:** King fog Oil/ Del fog - Deltramithrin 1.25% ULV with BIS standards, Malarial Oil with BIS standards - 10.0 ltrs / Month per Micro pocket	

SCHEDULE – D

Details of Workforce Requirements

Workforce Quantities to be deployed in the Work Package					
Work package no._____ **No of micro pockets included in the work package _____**					
Sl. No.	**Worker Category**	**No. Allocated by the Authority**	**Monthly Wages in Rs.**	**ESI Contribution (in %)**	**PF Contribution (in %)**
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				
		Additional no. of employees to be	**Monthly Wages in**	**ESI Contribution**	**PF Contribution**

		engaged by the Service Provider	Rs.	(in %)	(in %)
1	Micro Pocket Workers				
2	Drivers				
3	Loaders				
4	Supervisors				

Personal Protective Wear for all Employees – (Set for one year)	
01	**One(1) ID Card** (1 per person) Aadhaar linked photo ID card
02	**Two(2) Caps** (2 per person)
03	**Twelve(12) pairs of Gloves:** Industrial wearing rubber coated hand gloves of standard make and as approved by the department suitable for staff in Garbage Collection and Sanitation
04	**Twelve(12) Nose Masks:** Dust respirator protection mouth mask of ISI mark suitable for sanitation staff in collection of garbage'
05	**Two (2) Radium Jackets:** (2 per person)Safety Jackets having with highly reflective straps on either sides which makes it visible from far distance even in darkness or misty condition. These are highly used in construction site. The jacket shall be made as perspecifications. (universal size); **Fabric:** thick, plain, polyester; **Type:** High Glass white with tape 2 inches or high glass light yellow tape;**Style :** one side opening ; **Color :** Green / Orange; **Side free opening** for air flow
06	**one(1) Rain Coat :** The full-dress of the company make- Duck back Water proof Rain coats
07	**One(1) Gum Gloves -**Are of good quality and durability
08	**One(1) Gum Boots -** Are of good quality and durability
09	**Detergent Soaps, =** 500 grams ((12 per person) / per year
10	**Coconut oil (12) =** 250 ml (12 per person) / per year

Schedule –E Key Performance Indicators and Penalties for Service Failures				
Key Performance Indicators	**Field Evidence**	**Service Level Benchmar**	**Weightage**	**Formula for Levying Damages and Contract Termination**
Coverage	100% collection coverage daily is the key to prevent indiscriminate littering & disposal - Providing collection service at least 6 out of 7 days is a top	100%	20%	• Daily Performance will be recorded and service failure (deviation from the benchmark levels) will be calculated on monthly basis • Formula for levying monthly penalties from the payment of monthly contractor premium • **Penalty to be levied**= (Monthly Contractor Premium X Weightage of the Indicator) X % of Service Failure **Illustration for Failure in Coverage Indicator** (Rs. 2,00,000 X 20%) X 10% = Rs. 4,000 • **Termination Condition:** Continuous failure to achieve 80% satisfaction in all the indicators, subsequently for three months will result in termination of contract with a notice period of 15 days.
Segregated Collection - Weighment at Micro Pocket Transfer Point and at the Designated Place	Collection of the dry and wet waste in the quantities within the range as per specified by the ULB (to ensure that the coverage targets are achieved fully)	80% (75% Wet 20% Dry and 5%	20%	
Dust free and litter free roads, Free flow drains without chocking	Sweeping for removal of dust creates clean and aesthetic look to the ULB and is a top priority Manual Collection of Litter at regular intervals and sweeping of pavements, Road margins, Bus Stops, FOBs, Subways and areas where mechanical sweeping	80%	10%	
Citizen Complaints & Resolution	Complaint and redressal reports	90 %	10%	
Payment of Salary, PF, ESI, Protective Wears and One day Weekly Off	Payment receipts	100%	20%	
Worker and Supervisor Absenteeism	100% attendance of allotted manpower is a priority as there is provision for reserve PHWs	100%	10%	
Social Audit / IVRS Satisfaction Levels	Audit Reports, IVRS reports	90%	10%	

Schedule F

PERFORMANCE GUARANTEE

(To be submitted on Non-Judicial stamp paper of Rs. 100)

To:
The Commissioner,
_____ Municipal Corporation/Municipality,
_____.

WHEREAS ----(Name and address of Service Provider), hereinafter referred to as 'the SERVICE PROVIDER', has undertaken to handle residential area solid waste management and sanitation activities in accordance with the provisions of the Service Agreement, including all works, services and equipment relating to or in respect of the Scope of Work as defined therein in the Service Agreement dated _____ with _____ Municipal Corporation/Municipality (hereinafter referred to as 'the AGREEMENT ')

AND WHEREAS in terms of the Conditions as stipulated in the Agreement, the SERVICE PROVIDER is required to furnish, a Bank Guarantee issued by a Scheduled Bank in India, in your favor, as per Article10.1 of the AGREEMENT, to secure due and satisfactory compliance of the obligations by the SERVICE PROVIDER on their part, in accordance with the AGREEMENT, (which guarantee is hereinafter called as 'the PERFORMANCE GUARANTEE)'

AND WHEREAS the SERVICE PROVIDER has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE, AND WHEREAS in consideration of the fact that the SERVICE PROVIDER is our valued customer and the fact that he has entered into the AGREEMENT with you, WE_____*(Name of the Bank)* having our Registered Office at, _____and Branch office at _____,India have agreed to issue the PERFORMANCE GUARANTEE. Therefore, WE _____*(Name of the issuing Bank)* through our Branch at _____ India furnish you the PERFORMANCE GUARANTEE in the manner hereinafter contained and agree with you as follows:

WE_____ (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the SERVICE PROVIDER of any of the terms and conditions contained in the Agreement and in the event of the SERVICE PROVIDER's default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the AGREEMENT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs._____ (Rupees_____), or may be claimed by you on account of breach on the part of the SERVICE PROVIDER of their obligations in terms of the AGREEMENT.

Notwithstanding anything to the contrary, we agree that your decision as to whether the SERVICE PROVIDER has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall

not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the SERVICE PROVIDER after expiry of the relative Contract Period of the Agreement and after the SERVICE PROVIDER had discharged all his obligations under the Agreement and submitted a 'No Due Certificate' provided always that the guarantee shall in no event remain in force after the day of_____, without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the SERVICE PROVIDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Agreement or extend the time of performance of the Agreement or to postpone any time or from time to time any of your rights or powers against the SERVICE PROVIDER and either to enforce or forbear to enforce any of the terms and conditions of the Agreement and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the SERVICE PROVIDER or any other forbearance, act, or omission on your part of or any indulgence by you to the SERVICE PROVIDER or by any variation or modification of the Agreement or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will increase our liability hereunder beyond the limit of Rs._____ (Rupees_____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the SERVICE PROVIDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the SERVICE PROVIDER.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the SERVICE PROVIDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee. Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the SERVICE PROVIDER from time to time arising out of or in relation to the Agreement and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the SERVICE PROVIDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the SERVICE PROVIDER.
Notwithstanding anything contained herein:

iv. Our liability under this guarantee shall not exceed Rs._____ (Rupees _____only);

v. This guarantee shall be valid up to _____; and *(mention period of the guarantee)*

vi. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at _____ *(place)* on or before _____*(mention the claim period)*.

We have the power to issue Performance Guarantee in your favor by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2017

For and on behalf of

_____
SIGNATURE, SCHEDULED BANK BRANCH MANAGER

SEAL, ADDRESS & PLACE